

A PHASE I ENVIRONMENTAL SITE ASSESSMENT

3.5-mile Abandoned Logging Road Corridor Property
Vicinity of S Molalla Forest Road
Canby, Clackamas County, Oregon

December 14, 2017

HAI Project No. 9267



HAI HAHN AND ASSOCIATES, INC.

434 NW 6TH AVENUE, SUITE 203
PORTLAND, OREGON 97209-3651
TEL 503.796.0717 • FAX 503.227.2209
www.hahnenv.com

ENVIRONMENTAL CONSULTANTS

ASSESSMENT
INVESTIGATION
REMEDIATION

A PHASE I ENVIRONMENTAL SITE ASSESSMENT

Project Location:

3.5-mile Abandoned Logging Road Corridor Property
Vicinity of S Molalla Forest Road
Canby, Clackamas County, Oregon

Prepared For:

City of Canby (Client/User)
c/o Ms. Matilda Deas
222 NE 2nd Avenue
Canby, Oregon 97013

Prepared By:

Hahn and Associates, Inc.
434 NW 6th Avenue, Suite 203
Portland, Oregon 97209-3651
www.hahnenv.com

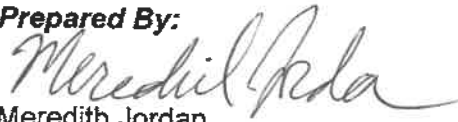
Date: December 14, 2017

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Certification:

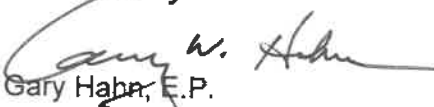
I, Gary Hahn, declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in Title 40 of the Code of Federal Regulations (CFR) Part 312. I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in Title 40 CFR Part 312.

Prepared By:


Meredith Jordan,
Environmental Scientist

Date: 12/14/2017

Reviewed By:


Gary Hahn, E.P.
President, Principal

Date: 12/14/17

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1.0 EXECUTIVE SUMMARY

Hahn and Associates, Inc. has performed this Phase I Environmental Site Assessment in conformance with the scope and limitations of the American Society for Testing and Materials Practice E1527-13 at the request of City of Canby. The Phase I Environmental Site Assessment consisted of a Site Reconnaissance, an historical and physical features evaluation of the subject property, an examination of the surrounding land uses, and an environmental database review of the property and of the surrounding land uses. Any exceptions to, or deletions from, this practice are described in Section 11.0 of this report.

Viability of Report

For the purposes of Landowner Liability Protections under the federal Comprehensive Environmental Response, Compensation, and Liability Act, a Phase I Environmental Site Assessment conducted in conformance with the American Society for Testing and Materials Practice E1527 is valid for a period of 180 days. For extended viability beyond 180 days, the report may be updated within one year of the initial assessment and will be valid for an additional 180 days. If more than one year passes from the date of the initial assessment, a new Phase I Environmental Site Assessment would need to be conducted in order to qualify for the federal protections.

Subject Property

- 3.5-mile abandoned logging road corridor
- Vicinity of S Molalla Forest Road, Canby, Clackamas County, Oregon

Site Description

- Size: Approximately 109 acres
- Current Use: Private road and undeveloped land
- Significant Features: Former logging road
- Vicinity Characteristics: Mixed rural residential and agricultural usage, Canby, Oregon.

Site History

- Prior to 1943: Undeveloped in the northern portion, agricultural use in the southern portion
- 1944 – 1960s: Logging road between Willamette River, Canby and Molalla
- 1970s - present: Used by local residents as a private road in the north, road inaccessible due to overgrowth in the south

Site Reconnaissance

The Site Reconnaissance did not identify Recognized Environmental Conditions or Historical Recognized Environmental Conditions

Further, the Site Reconnaissance also did not identify the current or former presence of:

- Underground or aboveground storage tanks
- 55-gallon drums
- Significant quantities of hazardous substances, petroleum products or hazardous waste
- *De Minimis* conditions

Other Site Features

Agricultural Usage, 1940s – 1990s

- Grain (hay or wheat) grown in southern portion of subject property

Agricultural Land – Potential Low-Level Soil Contamination:

- Based upon the location of the subject property within an agricultural area, it is possible that low-level hazardous substances impacts may be present in soils at the subject property. Such impacts, if any, could disqualify the affected soils as Clean Fill for unrestricted management, reuse and/or disposal. In the event of future site construction activities that involve the excavation and removal of site soils, special management of any such impacted soils may be required.

Records Review

The review of state and federal environmental records disclosed a number of sites located within a 1.0-mile radius of the subject property that are currently or have previously been under review for environmental issues. However, these sites do not appear to represent a Recognized Environmental Condition for the property at this time.

Conclusions and Recommendations

This Phase I Environmental Site Assessment did not reveal evidence of a Recognized Environmental Condition in connection with the subject property. From the data that was assembled during the course of this investigation, it is the professional opinion of Hahn and Associates, Inc. that further investigatory work in the form of a Phase II Environmental Site Assessment does not appear to be necessary for the subject property.

However, while not a Recognized Environmental Condition under E1527-13, the following recommendation is presented:

1. Portions of the southern portion of the subject property, just north of South Macksburg Road, have been used for agricultural purposes, including the cultivation of row crops, from at least the mid-1940s to the 1990s. Information regarding the type(s) of pesticides, if any, used on the property was not available from the resources reviewed for this assessment. Based upon the agricultural usage of portions of the subject property, it is possible that low-level hazardous substances impacts may be present in soils at its current or former cultivated areas. Such impacts, if any, could disqualify the affected soils for re-use as Clean Fill, or for unrestricted management and reuse or disposal in the event of future site construction activities that involve the excavation and removal of site soils.

Recommendation: It may be prudent to conduct an investigation of the former agricultural portions of the property to determine if site soils have been adversely impacted by persistent agricultural chemicals. In addition, if construction activities are planned at the subject property in the future, then it may be prudent to conduct a Clean Fill Determination for any soils that are slated for excavation and removal. The Oregon Department of Environmental Quality has established criteria that can be used to assist in soil management decisions. Based upon the location of the subject property within an agricultural area, it is possible that low-level hazardous substances impacts may be present in soils at the subject property. Such impacts, if any, could disqualify the affected soils for re-use as Clean Fill, or for unrestricted management and reuse or disposal in the event of future site construction activities that involve the excavation and removal of site soils.

2.0 INTRODUCTION

2.1 Purpose

City of Canby (the Client/User) retained the environmental consulting firm of Hahn and Associates, Inc. (HAI) to perform a Phase I Environmental Site Assessment (ESA) of the 3.5-mile Abandoned Logging Road Corridor property located in the vicinity of S Mollala Forest Road, Canby, Clackamas County, Oregon.

This Phase I ESA was undertaken by the Client/User for the purpose of identifying Recognized Environmental Conditions (RECs) at the property, that is, *the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.* This report is intended to constitute *All Appropriate Inquiries* (AAI) for purposes of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

2.2 Detailed Scope-of-Services

The scope of work for this project followed the American Society for Testing and Materials (ASTM) guideline (E1527-13) entitled *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. This scope of work is strictly limited to the scope set forth in ASTM E1527-13 unless specifically noted herein and detailed in the services agreement for this project. The U.S. Environmental Protection Agency (EPA) has stated that the ASTM E1527-13 standard may be used to comply with meeting the objectives and performance factors of 40 Code of Federal Regulations (CFR) Part 312 Standards for *All Appropriate Inquiries, Final Rule* (40 CFR 312.11). All appropriate inquiries must be conducted in compliance with E1527-13 to obtain protection from potential liability under CERCLA as an innocent landowner, a contiguous property owner, or a bona fide prospective purchaser. Any deviations to or from ASTM E1527-13 are described in Section 9.0 *Deviations*.

In accordance with E1527-13, information on the property under consideration was gathered through the following activities:

- Physical inspection (site visit)
- Observation of the physical features of the property

- Survey of the surrounding land uses
- Interviews of knowledgeable persons, when available and as pertinent, including
 - Current and past owners
 - Current and past operators
 - Current and past occupants
 - Others
- Review of the available historical documents
- Review of recorded environmental cleanup liens and Activity and Use Limitations (AULs), as provided to HAI by the Client/User, for the purpose of CERCLA Landowner Liability Protections
- Reviews of federal, tribal, state, and local government records
- Examination of other pertinent documents, such as, but not limited to, photographs and maps

In accordance with the services agreement for this project (Appendix A) and unless specifically noted herein, the Phase I ESA review and inspection activities did not include items that were outside the scope of ASTM E1527-13 (also known as non-scope considerations) that may exist on a property that are beyond the scope of E1527-13, but may warrant consideration by parties to a commercial real estate transaction. Non-scope considerations include certain environmental conditions such as, but not limited to, the following:

- Asbestos
- Lead-Based Paint (LBP)
- Lead in Drinking Water (LIW)
- Electromagnetic Radiation
- Cultural and/or Historical Resources
- Indoor Air Quality (e.g. Vapor Intrusion, Radon, Etc.)
- Fungi (e.g. Mold)
- Wetlands And Other Ecological Resources
- Endangered Species
- Health and Safety
- Regulatory Compliance
- Determination of the Suitability of a Property or its Structures for any Purpose

NOTE: this list is not intended to be an all-inclusive list of all possible environmental conditions that may exist on a property that are outside the scope of ASTM E1527-13 and this report. Further, no implication is intended as to the relative importance of inquiry into such non-scope considerations.

While issues pertaining to asbestos are not within the scope of ASTM E1527-13, this report does comment on the possible presence of suspect asbestos-containing materials (ACMs), based upon 1) the age(s) of the property structure(s); and 2) physical observations during the site visit of visually accessible materials. However, a formal asbestos survey was not performed for the subject property,

Additionally, while indoor air quality is not within the scope of ASTM E1527-13, the Phase I ESA review and inspection activities have included an assessment of the likelihood of an impact to the subject property and its structures from migrating hazardous substances and petroleum products in any form, including solid and liquid at the surface or subsurface, and vapor in the subsurface, in accordance with ASTM E1527-13 and *All Appropriate Inquiries*. However, a formal Vapor Intrusion Assessment was not within the scope of this Phase I ESA and was not performed for the subject property.

2.3 Significant Assumptions

User's Responsibilities

Unless specifically noted herein, it is the obligation of the Client/User of this Phase I ESA to provide HAI with certain information as specified in ASTM E1527-13 as the *User's Responsibilities*, including:

- A Title Report that includes the required search for recorded environmental liens and activity and use limitations (AULs), as well as any actual knowledge thereof
- Information regarding any specialized knowledge or experience, or commonly known information that may be material to identifying RECs at the subject property
- Information regarding the reason for a significantly reduced property purchase price (lower than fair market value)

Inferred Groundwater Flow Direction

For the purpose of evaluating the potential for groundwater contamination from offsite sources to impact the subject property, or from onsite sources to impact surrounding areas, the uppermost groundwater flow has been inferred to generally follow surface topography, and to flow toward surface water bodies, unless specific information is available regarding groundwater flow direction. HAI has not field-checked any of the site hydrogeological information for accuracy, nor did HAI conduct an independent evaluation of the local geology.

Accuracy/Completeness

The accuracy and completeness of “readily available” recorded information and historical documentation varies among and within information sources, including governmental sources. Historical records and documentation are often inaccurate or incomplete, or may provide conflicting information. Similarly, the accessibility to or the ease of retrieval of such records may vary or be inconsistent.

Under ASTM E1527-13, the Client/User or Environmental Professional (EP) is not obligated to identify mistakes or insufficiencies in the information provided or obtained. HAI has made a reasonable effort to take into consideration the possible significance of any such mistakes or insufficiencies that are obvious in light of the available information of which HAI has actual knowledge.

Limitations and Exceptions

This report is not intended to be an exhaustive investigation of environmental conditions or a characterization of any contamination discovered. In performing an environmental site assessment, a balance must be struck between the desire to conduct a complete inquiry into environmental matters and the limits of time, cost and technology.

This report sets forth HAI's evaluation of the possibility of RECs based on the scope of work agreed to by the Client and within the Client's schedule and budget. HAI's limitations and exceptions are described in Section 11.0 *Limitations* and in the *Services Agreement* for this project.

Special Terms and Conditions

None.

2.4 User Reliance

Unless otherwise specified in writing, this report has been prepared solely for use by the Client and User(s), as identified in Section 2.1 *Purpose*, for use only in connection with the described property, subject to the limitations and conditions presented in Section 11.0 *Limitations* and in the *Services Agreement* for this project. Any other use by the Client/User(s) or any use by any other person shall be at the user's sole risk, and HAI shall have neither liability nor responsibility with respect to such use.

3.0 SITE BACKGROUND

3.1 Location and Legal Description

The subject property consisted of an approximately 3.5-mile corridor along the abandoned former logging road, South Molalla Forest Road, containing nine contiguous tax lots, located in portions of Sections 3, 10, 11, 12 and 13, Township 4 South, Range 1 East, Willamette Meridian (W.M.) as described in the table below.

Section (Township and Range)	Tax Lot	Acreage	Owner
3	300	3.16	Island Park Company**
10	100	1.58	
11	700	34.41	
12	2200	3.38	
13	400	20.00	
	450*	0.50	
	460	5.42	
	480	4.89	
	490	35.87	

Source: Clackamas County Department of Assessment and Taxation records

*Only the eastern third of this tax lot is part of the subject property

**Parker Northwest Paving is listed on these accounts as the taxpayer, not the owner

According to Ms. Matilda Deas of City of Canby (the Client/User), the subject property includes only the eastern third of Tax Lot 450 (0.5 acres) in Section 13.

3.2 Site and Vicinity General Characteristics

The subject property was located approximately 1.5 miles to the southeast of the downtown core of the City of Canby, Oregon, in an area of mixed residential and agricultural use. The property was bounded by the following geographic features and/or public right-of-ways: SE 13th Avenue to the north, the Oregon Pacific Railroad to the east, S Macksburg Road to the south and Molalla River to the west (with the exception of Tax Lots 450 and 460, which are just west of the river) (Figure 1).

3.3 Current Use of the Property

The northern portion of the subject property is currently used as a rural residential road, from south of 13th Street to approximately the center of the subject property (approximate latitude 45.234681, longitude -122.645231).

The southern portion of the subject property, ending at S Macksburg Road, is largely unused and inaccessible due to impassable vegetation (primarily blackberries) (Figure 2).

3.4 Current Uses of the Adjoining Properties

The surrounding properties consisted of undeveloped land, agricultural land and residences, as tabulated below and shown in Figure 2.

Surrounding Properties	
Direction	Description
North	Residences, agricultural land, Christmas tree farm
Northwest	Canby Rod and Gun Club (ECSI Site No. 5013)*
East	Molalla Branch of the Oregon Pacific Railroad, undeveloped land, agricultural land, a barn, and residences
South	Agricultural land and residences
Southwest	Oakview Acres (event location for weddings and parties)
West	Molalla River and undeveloped land

* See Section 7.0 *Site History* and Section 8.0 *Records Review*

3.5 Physical Setting Sources

3.5.1 Topography

The subject property was located on the U.S. Geological Survey 7.5-Minute Quadrangle, Canby, Oregon, 1985 (Figure 1). It was situated on relatively flat terrain at an elevation of approximately 140 to 170 feet above mean sea level (msl). The vicinity of the property slopes to the west and towards Molalla River.

3.5.2 Geology

According to the State of Oregon Department of Geology and Mineral Industries Bulletin 99, *Geology and Geologic Hazards of Northwest Clackamas County, Oregon, Canby and Oregon City Quadrangles*, 1979, the soils in the vicinity of the subject property are underlain by Pliocene to Pleistocene Boring Lava, which consist of olivine basalt and includes some pyroclastic material of local extent.

3.5.3 Hydrogeology

Water wells or monitoring wells were not observed on the subject property or indicated by Oregon Water Resources Department (OWRD) records to be located on the property. An OWRD well log report for all registered wells in Sections 3, 10, 11, 12 and 13 of Township 4 South, Range 1 East, W.M. indicated the depth to first groundwater in the vicinity of the property ranged from approximately 9 to 281 feet below ground surface (bgs) (Appendix B). HAI did not field-check any of the site geological or hydrogeological information for accuracy as a part of this environmental site assessment.

4.0 SITE RECONNAISSANCE

A Site Reconnaissance of the subject property was conducted on December 7, 2017 by Ms. Meredith Jordan, a representative of HAI. Access to the property was granted by Ms. Nancy Traverso, the property Owner. Ms. Jordan was not accompanied during the site visit.

4.1 Methodologies and Limiting Conditions

The methodologies for conducting the Site Reconnaissance of the subject property included:

- Visual inspection of the property perimeter and interior. A site walk and visual inspection of those portions of the subject property that were physically or visually accessible was conducted.

Due to the presence of dense thickets of blackberry brambles, barbed wire fencing, locked gates, as well as areas of standing water and waterways (branches of Molalla River) that crossed the subject property, only those portions of the property were inspected that were clear of vegetation and/or standing water. Those portions of the property that were not readily accessible, including portions of its perimeter along the southern portion of the subject property, were not physically inspected due to the difficulty of access, and/or improbability of development based on historical evidence, but were inspected by the examination of the available aerial photographs

- Visual inspection of the adjoining properties from the subject property boundary, public rights-of-way, or other vantage points (e.g., aerial photography).

While the adjacent properties along the northern and most of the central portions of the subject property were visually accessible, much of the area along the southern portion of the subject property was not due to the presence of dense vegetation surrounding the property, and private residences and land that HAI was not authorized to access. However,

these areas were inspected by the examination of the available aerial photographs.

The visual inspection of the subject and adjoining properties endeavored to identify areas where hazardous substances and petroleum products may be or may have been stored, treated, handled or disposed.

4.2 General Site Observations

The subject property consisted of South Molalla Forest Road, a partially asphalt-paved, and partially gravel former logging road, and undeveloped parcels of land along the road to the east and west.

Interior Areas

As the subject property was undeveloped at the time of the site visit, interior areas were not identified at the property.

Exterior Areas

The northern section of the subject property was accessible as the road was used to access private residences adjacent to the property (Photograph 1).

The central portion of the subject property included five undeveloped parcels of land along the Molalla River, to the west of S Molalla Forest Road. These areas were densely vegetated with coniferous trees, grasses and blackberries (Photograph 2).

The south-central and southern portions of the property were largely inaccessible due to dense blackberry thickets, and fences and private properties that prevented access to interior portions of the undeveloped areas of the property (Photograph 3).

Evidence of releases of hazardous substances or petroleum products, such as stains, soil discoloration, odors, distressed vegetation, or other visible indications of impairment, was not noted within the property structures or elsewhere on the subject property.

Utilities

As the subject property was undeveloped, utility connections were not observed at the property.

Surrounding Properties

Evidence of the usage, storage, or disposal of hazardous substances, petroleum products or RECs on the adjoining parcels and right-of-way areas was observed from the property boundary or from the public right-of-way.

Canby Rod and Gun, a private gun and shooting club located immediately west of the northern portion of the subject property is currently listed to the DEQ as an Environmental Cleanup Site Information site (ECSI Site No. 5013) due lead contamination of area soils from shell casings (Photograph 4). This site is undergoing cleanup and testing. As the area of lead contamination is significantly far from the subject property (over 200 feet west), lead is not a volatile contaminant, and the site is down- to cross-gradient from the subject property, this site is not considered to cause a REC for the subject property at this time (see Section 8.0 *Records Review* for more information).

4.3 Storage Tanks

4.3.1 *Underground Storage Tanks*

During the assessment activities, the subject property was inspected for visual evidence of underground storage tanks (USTs). Visual evidence of USTs would include fill caps, vent pipes, and pump islands.

In addition, the following resources were queried / reviewed regarding UST records pertaining to the subject property:

- Canby Fire District #62
- City of Canby UST records
- The Oregon Department of Environmental Quality's (DEQ) Registered UST Facility, Leaking Underground Storage Tank (LUST), and Heating Oil Tank (HOT) Clean Decommissioning Sites lists
- Ms. Nancy Traverso (the property Owner)

Fill caps, vent pipes, pump islands or other visual evidence of USTs was not observed at the subject property. Further, records or other evidence of the current or former presence of USTs at the subject property were not identified by the above-referenced resources.

4.3.2 Aboveground Storage Tanks

The subject property was visually inspected for evidence of aboveground storage tanks (ASTs). Visual evidence of ASTs would include tanks, concrete foundations or saddles, pedestals or steel support structures.

Tanks, concrete foundations, saddles, pedestals, steel support structures, or other evidence of ASTs was not observed on the subject property.

4.4 Polychlorinated Biphenyls

Polychlorinated biphenyls (PCBs), EPA-regulated hazardous substances, are commonly found in electrical equipment manufactured prior to 1980, the year PCBs above 50 parts per million (ppm) were banned from commerce for most applications. Pole and pad-mounted fluid-filled electrical transformers, ballasts associated with fluorescent light fixtures and some hydraulic fluids are typical of electrical equipment that would be suspected to contain PCBs.

Electrical Transformers

Electrical transformers were not observed on the subject property. Two pole-mounted, fluid-filled electrical transformers were located immediately adjacent to the property's northern and eastern perimeters (Figure 2, Photograph 5). Units did not appear to be labeled for PCB content, and should be assumed to contain PCBs. Portland General Electric, the utility that owns the transformers, is responsible for the cleanup of the release of any transformer fluids. The transformers noted during the site visit did not appear to have leaked.

Hydraulic Equipment

Evidence of hydraulic equipment (e.g. hydraulic hoists or elevators that have hydraulic fluid containing reservoirs or jacks) was not observed on the subject property.

Fluorescent Light Ballasts

Fluorescent light ballasts (used in light fixtures) manufactured prior to 1979 typically contained PCBs. The subject property was not developed with buildings or structures, thus fluorescent light ballasts were not present. Further, discarded fluorescent light ballasts were not noted on the property.

Water Well Pumps

PCBs may also be associated with submersible water well pumps manufactured prior to 1979. Water supply wells were not observed on the subject property, or indicated by OWRD records or through interviews to be located on the property.

4.5 Hazardous Substances, Petroleum Products, and Hazardous Wastes

The subject property was visually inspected for signs of the storage, use or disposal of hazardous substances, petroleum products, and hazardous wastes (e.g. containers, drums, staining, leakage, etc.).

Evidence of the usage, storage, or disposal of hazardous substances, petroleum, including 55-gallon drums, was not observed on the subject property.

4.6 Water, Wastewater and Stormwater

4.6.1 Wastewater Discharge Sources

Evidence of industrial, process or other discharge sources was not observed at the subject property.

4.6.2 Subsurface Discharge Features

The subject property was inspected for evidence of subsurface discharge features (e.g. floor drains, oil/water separators, sumps and trenches).

Evidence of subsurface discharge features was not observed at the subject property.

4.6.3 Sanitary Systems and Water Supply

The subject property was visually inspected for evidence of current or former onsite sanitary systems (e.g. septic tanks, cesspools).

As the subject property was undeveloped and appears never to have been developed, evidence of sanitary systems was not observed at the subject property, or indicated to be present from interviews or the resources reviewed for this assessment.

4.6.4 Stormwater Discharge

Stormwater

Stormwater features, such as catch basins or bioswales, were not observed at the subject property, which was undeveloped and vegetated. Accordingly, stormwater at the property would infiltrate into the ground surface and/or flow as sheet runoff downslope to the west and toward low-lying areas near the Molalla River.

Drywells

Drywells were not observed or indicated by permits or plans to be present at the subject property.

Surface Water

Evidence of surface water (e.g. ponds, lagoons or standing surface water indicative of industrial or wastewater disposal) was not observed at the subject property. Surface water in this context does not include naturally occurring bodies of water such as rivers, lakes, streams, or wetlands (annual or perennial).

4.7 Solid Waste Disposal / Fill Materials

Solid waste generated at the subject property was disposed of Canby Disposal. Uncontrolled or improper solid waste disposal practices were not observed at the property.

The presence of undocumented fill at a property could present environmental concerns. Although the possibility exists that undocumented fill could be located on the subject property, evidence of imported fill was not observed on the property (e.g. stockpiles, mounds, hummocks, depressions, etc.) or identified by interviews or the historical records review performed for the property.

4.8 Wells

The subject property was inspected for evidence of wells (e.g. potable supply, irrigation, monitoring, extraction, dry injection).

Evidence of wells was not observed at the subject property during the Site Reconnaissance. Further, wells were not indicated by OWRD records, interviews or the historical records review to be located on the property.

4.9 Table 1 – Summary of Site Features

The results of the Site Reconnaissance, interview(s), and/or the records review with respect to specific site features are summarized in Table 1. Where indicated, a reference where additional information can be found in this report with regard to a specific item has been included.

Table 1

Feature/Condition	Observed/Present (Yes/No/Unknown)	Reference Section for Additional Information
Potable Water Supply	No	
Water Supply Well	No	
Monitoring Well	No	
Municipal Sanitary Sewer	No	
Septic Tank	No	
Stormwater Catch Basins	No	
Connected to Municipal Stormwater Collection System	No	
Stormwater Swale or Retention Pond	No	
Drywells	No	
Hazardous Substances/Petroleum Products	No	
Drums/Totes (55-gallon or larger)	No	
Petroleum or Potentially Hazardous Substance Containers (less than 55- gallons)	No	
Unidentified Substance Containers	No	
USTs/ASTs	No	
Odors	No	
Ponds, Lagoons, Standing Surface Water	No	
Pits/Sumps	No	
Floor Drains	No	
Spillage (other than water)	No	
Staining (other than water staining)	No	

Table 1

Feature/Condition	Observed/Present (Yes/No/Unknown)	Reference Section for Additional Information
Fluid-filled Electrical Transformers	Yes	4.4
Hydraulic Equipment	No	
Stressed Vegetation	No	
Obvious Areas of Fill (stockpiles, mounds, hummocks, depressions, etc.)	No	
Evidence of On-Site Solid Waste Disposal (other than litter)	No	

4.10 Additional Services

Unless specifically noted herein, the Phase I ESA review and inspection activities did not include items that are outside the scope of ASTM E1527-13 such as issues related to lead-based paint, lead in drinking water, electromagnetic radiation, cultural and/or historical resources, indoor air quality (e.g. vapor intrusion, radon, etc.), fungi (e.g. mold), wetlands and other ecological resources, and endangered species. Similarly, the review and inspection activities did not include surveys for asbestos, health and safety, regulatory compliance, or a determination of the suitability of a property or its structures for any purpose.

An asbestos survey was not within the scope of this Phase I ESA and was not performed for the subject property. However, HAI conducted a limited visual assessment for suspect asbestos-containing materials (ACMs) at the time of the site visit. This visual assessment did not constitute an asbestos survey and was not intended to identify every suspect ACM at the property.

4.10.1 Asbestos

Asbestos is a U. S. Environmental Protection Agency (EPA)-regulated toxic substance and a human carcinogen. By EPA standards, asbestos-containing material (ACM) is any material that contain more than one percent asbestos. ACMs were typically used in insulation materials, ceiling tiles, and linoleum manufactured prior to the mid-1970s. However, certain types of ACMs, including roofing felt and coatings, among others, may continue to legally be imported or produced, sold, and installed in structures today.

EPA requires that all Regulated ACM (RACM) be removed from a site prior to demolition, dismantling or renovation of structures to prevent the release of asbestos fibers to the air. RACM would include friable ACM or nonfriable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or has crumbled, or has been pulverized or reduced to powder in the course of demolition or renovation operations. Friable ACM is defined as any material with more than one percent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry.

State regulations further require that all ACMs be removed from a site prior to demolition, dismantling or renovation of structures, regardless if the material is friable. Additionally, DEQ also requires that an asbestos survey be conducted prior to the renovation or demolition of all non-residential buildings, regardless of date of construction, and also of residential buildings constructed prior to January 1, 2004. A copy of the asbestos report must be kept onsite and provided to the agency upon request.

Note that a waiver of DEQ's requirement for an asbestos survey can be granted if requested in writing and documentation proves to agency satisfaction that no asbestos-containing material is present. Alternatively, an asbestos survey is not required if all of the material will be handled and disposed of as ACM.

In addition, federal and state Occupational Safety and Health Administrations (OSHA) require that commercial and industrial building and facility owners communicate asbestos hazards and provide asbestos awareness training to tenants, employees, and maintenance personnel.

The subject property was not developed with buildings or structures. Further, construction debris was not observed on the property. Therefore suspect ACMs were not observed.

4.10.2 Potential for Low-Level Soil Contamination

A Clean Fill Determination was not within the scope of this Phase I ESA and was not performed for the subject property. A Clean Fill Determination would include soil sampling and qualitative or quantitative analysis, which was not performed during this Phase I ESA.

At many sites, notably those located in urban areas, previous environmental sampling and analysis had detected low levels of hazardous substances impacts in site soils. The source of these low-level hazardous substances impacts varies, but is generally related to the fact that the original soils have

been altered by site construction/demolition activities, by the addition of fill materials, and/or by air and water deposition of contaminants ubiquitous in urban environments.

Typically, such low-level hazardous substances impacts in soils do not present an environmental or human health-related concern, and if left in-place, undisturbed, no actions would be necessary for these soils. However, if they are to be excavated and removed as part of future site construction activities, then such soils may not qualify for unrestricted management and reuse or disposal.

In Oregon, the criteria used to determine whether soil to be excavated at a property may have restrictions on its management and end use (i.e. reuse or disposal location) are the DEQ Clean Fill screening level values (SLVs). In 2014, DEQ prepared an internal management directive entitled *Clean Fill Determinations*¹ that can be used to assist in soil management decisions. This directive contains a “Clean Fill Table for Uplands” that lists Clean Fill SLVs for individual chemicals of concern. In addition to the numeric Clean Fill SLVs, if any material is observed to contain quantities of putrescible wastes, construction and/or demolition wastes, or industrial solid wastes, or exhibits a chemical stain or odor, the material is not considered Clean Fill by DEQ definition. DEQ indicates that unpainted concrete, brick, building block, rock, or tile can qualify as Clean Fill however.

Based upon the location of the subject property outside of an urban area, and/or its development and usage history (undeveloped/rural-residential), the likelihood of low-level hazardous substances impacts in soils at the subject property that could disqualify them as Clean Fill is anticipated to be low.

5.0 INTERVIEWS

5.1 Interviews with Owner, Site Manager, Occupant

Attempts were made to interview current Owner(s), the key site manager, occupants and/or major occupants, and occupants likely to use, store, treat, handle or dispose of hazardous substances or petroleum products at the subject property. In addition, to the extent that they have been identified, past owners, operators, and occupants likely to have information regarding

¹ DEQ (2014). *Clean Fill Determinations*. Internal Management Directive. Oregon Department of Environmental Quality. July 23, 2014.

the potential for contamination at the property were also interviewed. Further, a reasonable attempt has been made to interview a state and/or local government agency. Additional personnel may also be interviewed as deemed necessary. Data Gaps with regard to the referenced interviews are discussed below and in Section 9.1 *Data Gaps*.

Current Property Owner, Key Site Manager, and Occupant

Information obtained from Clackamas County Tax records identified the following current Owner of the subject property:

Owner	Year Acquired
Island Park Company	1989

Ms. Nancy Traverso, representative of Island Park Co, the subject property Owner, was interviewed on December 5, 2017. Ms. Traverso indicated the following:

- Island Park Co. acquired the property in 1989.
- Ms. Traverso has been familiar with the property in her professional capacity for Island Park Co. since 1989. Beyond the partial paving of the road in the northern portion of the subject property, the property was undeveloped at that time and has remained undeveloped since.
- She stated that S Molalla Forest Road was a former logging road but had not been used as such in decades.
- She was aware that Canby Rod and Gun was immediately west adjacent to the subject property (northern portion) and they had been in operation for at least 60 years. She was not aware of any environmental concerns regarding this adjacent property.

Ms. Traverso indicated that she was not aware of:

- Other historical uses of the property or of any former property structures
- Any existing or former USTs, ASTs, water supply wells, septic tanks, drywells, pits, sumps, fill material, or hazardous substances and/or petroleum product usage on the property
- Environmental permits, notices, significantly lower property purchase price (lower than comparable), environmental liens or activity and use limitations, or RECs in association with the property
- Any pending, threatened or past litigation or administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the property
- Any notices from any government entity regarding possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products

- Environmental conditions that have affected or may affect the purchase or lease price of the property.
- Any specialized knowledge of the property or surrounding sites, and knew of no commonly known information about the property that would help in identifying conditions indicative of releases or threatened releases, including RECs at the property
- Any obvious indicators that point to the presence or likely presence of contamination at the property.

5.2 Interviews with Past Owners, Operators, Occupants

Past Property Owner(s), Operator(s) and Occupant(s)

Information obtained from Clackamas County Tax records identified the following former Owners of the subject property:

Owner	Years Owned
Weyerhaeuser Company and Crown Zellerbach Corporation	1943 - early 1980s
Cavenham Forest Industries LLC	Early 1980s -1989

Attempts to locate representatives of Weyerhaeuser Company, Crown Zellerbach Corporation and Cavenham Forest Industries LLC who had knowledge of S Molalla Forest Road were unsuccessful (Data Gap). According to Ms. Traverso, representative for Island Park Co. (Owner), the former logging road has not been used for logging purposes in decades, and according to her memory, not since approximately the 1960s. Based upon the information obtained from interviews, historical records and historical aerial photographs, all of which indicated that the subject property was historically undeveloped beyond its use as a logging road, this Data Gap was not considered to be significant.

5.3 Interviews with Government Officials / Others

State and/or Local Government Agency

Mr. Rick McIntire, Senior Planner for Clackamas County Planning and Zoning Division, was interviewed by HAI on December 7, 2017 regarding the historical use of the subject property (see Section 7.3 *Summary of Historical Use* for more information).

6.0 USER PROVIDED INFORMATION

Persons (e.g. the Client/User) seeking to qualify for the innocent landowner defense, prospective purchaser or contiguous property owner liability protection under CERCLA must provide any specialized knowledge of the subject property or surrounding sites, commonly known or reasonably ascertainable information within the community regarding the subject property, and any other experience relevant to this inquiry, for the purpose of identifying conditions indicative of releases or threatened releases at the subject property. The Client/User must also consider the degree of obviousness of the presence or likely presence of contamination on the property.

Ms. Matilda Deas of City of Canby (the Client/User) completed a *Phase I Environmental Site Assessment User Questionnaire* (Appendix C).

6.1 Title Records

On behalf of City of Canby (the Client/User), Ms. Deas provided HAI with a *Preliminary Title Report* for the subject property, prepared by Ticor Title and dated September 27, 2017 (Appendix D).

6.2 Environmental Liens or Activity and Use Limitations

Ms. Deas indicated that she was not aware of federal, tribal, state, or local environmental liens or activity and use limitations (AULs, such as engineering or institutional controls) in association with the subject property, as borne out by the preliminary title report provided by City of Canby.

6.3 Specialized Knowledge and Commonly Known or Reasonably Ascertainable Information

Ms. Deas indicated that she had no specialized knowledge of the property or surrounding sites, and that she knew of no commonly known information about the property that would help in identifying conditions indicative of releases or threatened releases, including RECs at the property.

6.4 Valuation Reduction for Environmental Issues

Ms. Deas indicated that she was not aware of:

- Environmental permits, notices, or significantly lower property purchase price (lower than fair market value)

- Any pending, threatened, or past litigation or administrative proceedings concerning hazardous substances or petroleum products in relation to the property
- Any notices from any government entity regarding possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products
- Environmental conditions that have affected or may affect the purchase or lease price of the property
- Knowledge of RECs at the property or of any obvious indicators that point to the presence or likely presence of contamination at the property.

6.5 Reason for Performing Phase I ESA

Ms. Deas indicated that City of Canby was conducting the Phase I ESA for due diligence purposes in support of Landowner Liability Protections under CERCLA, as well as for business risk purposes, prior to the donation of the property.

7.0 SITE HISTORY

7.1 Historical Use Resources

A combination of practically reviewable information (available within reasonable cost and time constraints), obtained from publicly available records and resources, was used to determine the prior uses of the subject property and of the surrounding properties. A complete listing of all references, including sources and dates of review, is included in Section 12.0 *References*. The following resources were reviewed in an effort to establish the history of the subject property and surrounding land use:

- Clackamas County Department of Assessment and Taxation, tax assessment records, historical ownership information, permits and plans, septic and UST records for each tax lot associated with the property
- Internet Sites
- Google search engine
- Canby Historical Society
- Canby City Library
- Clackamas County Library

- City of Canby Building Department, permits and plans (no records, as permits and plans are kept with Clackamas County)
- Ticor Title, *Preliminary Title Report*, September 27, 2017 (Appendix D)
- Reverse City Directories (Cole) for Portland (Greater Suburban Area), Oregon, 1994, 1999, 2004, 2009, 2014, 2017
- Reverse City Directories (Polk) for Oregon City (Clackamas County) Oregon: The 1987 and 1984 PCDs were reviewed and did not include coverage of the subject property. Based on this information and professional knowledge, it can be inferred that earlier PCDs would also not include coverage of the property.
- Sanborn Fire Insurance Maps for Canby, Oregon, did not include coverage of the property
- Social Security Death Index, former Owner research, (<http://obits.oregonlive.com/obituaries/oregon/ssdi-search.aspx>)
- Aerial photographs for 1944, 1956, 1961, 1976, 1983, and 1991, obtained from U.S. Army Corps of Engineers Central Map Files, Portland, Oregon. Aerial photographs for 1984, 1997, 2007 and 2017 obtained from Google Earth Imagery. Aerial photographs for the years 1944, 1956, 1976 and 2017 are included in the Appendix of this report.

7.2 Previous Environmental Site Assessments

Previous ESAs for the subject property were not provided to HAI for review. Ms. Matilda Deas of City of Canby (the Client/User) and Ms. Nancy Traverso of Island Park Co. (the property Owner) were not aware of previous ESAs having been performed for the property.

7.3 Summary of Historical Use

Based upon the interviews and the resources that were reviewed, the history of the subject property and of the surrounding land use was determined.

Subject Property

According to aerial photographs and an interview with Mr. Rick McIntire, Senior Planner for Clackamas County Planning and Zoning Division, the subject property was purchased by Weyerhaeuser Co. and Crown Zellerbach

Corporation in the early 1940s, and by 1943 the companies had developed a logging road, visible in the 1944 aerial photograph. The road was used by these timberland companies to transport logs from the Willamette River to a pulp mill in the City of Molalla and to log dumps in the City of Canby. Aside from the development of the road, the adjoining parcels of property included in the northern section of the current subject property were primarily undeveloped, and densely vegetated with trees. In the southern portion of the current subject property, the land was used for agriculture, possibly hay and wheat farming, two crops common to the area during that time period.

By the 1960s, the logging road was still apparent in aerial photographs, but was not used with the same frequency according to Ms. Nancy Traverso. The adjoining parcels off of the logging road continued to be used for agriculture in the south.

Historical research on the logging history of the Canby and Molalla areas indicates that by the early 1970s, logging operations had largely ceased as the bulk of easily accessible timberland had been logged. The S Molalla Forest Road ceased to be used and it became more of a private road for residences and farmland to the east of the road. The areas to the west of the road, and to the east of Molalla River continued to be undeveloped. The southern section of the subject property continued to be used for agriculture.

Pesticide residues may be present in the near-surface soils of the subject property as a result of the potential historical usage of pesticides for agricultural purposes. Pesticides do not necessarily biodegrade readily and may be present in the near-surface soils of the property in low concentrations. In some cases, pesticides can accumulate in soil and even migrate to groundwater. Many pesticides are listed as hazardous substances under state and Federal Superfund laws and their presence in the soil or groundwater technically may constitute contamination. The accumulation of pesticides in soils may also present health risks.

The usage of pesticides in accordance with applicable laws, however, is generally considered an acceptable agricultural practice. Due to widespread pesticide usage throughout the United States, pesticide accumulation in near-surface soils is so common that it generally has not been regarded as a contamination issue requiring remedial action. However, in some cases, historical agricultural practices have resulted in the accumulation of pesticides at concentrations exceeding risk screening levels or statutory acceptable risk levels [Oregon Revised Statute (ORS) 465.315]. According to the document entitled *Guidance For Evaluating Residual Pesticides On*

Lands Formerly Used For Agricultural Production (January 2006), the ODEQ “has determined that application of the state cleanup rules might be necessary to protect public health, safety, welfare, and the environment from the deposition, accumulation, or migration of pesticides on agricultural land that has been, or is proposed to be, converted to residential, school, commercial, or industrial uses.” That is, if environmental conditions are not properly evaluated and addressed during site development, property occupants and/or workers could potentially be exposed to hazardous substances that may cause adverse health effects.

The type of pesticides, if any, historically used on the subject property could not be documented. According to aerial photographs, the southern portion of the property did not appear to be actively farmed since the late 1990s. Thus, the levels of pesticides at the property (if any) as the result of the historical pesticide use have attenuated over time. Further, pesticide levels at the property (if any) would not be expected to differ significantly from the surrounding area properties. The possibility of historical pesticide usage at the property therefore, does not appear to present a recognized environmental concern (REC) for the property.

Although 2017 aerial photographs show a visible road, access to the road has been limited as the road has not been maintained since the late 1980s, and has become overgrown with dense thickets of blackberries and trees. The entire southern section of the road, north of S Macksburg Road, was inaccessible as of the time of the Site Reconnaissance due to blackberry growth (Photograph 2).

Dates	Summary of Historical Site Features
1943	South Molalla Forest Road developed
1943 – 1960s	Road used for transporting logs from the Willamette to the cities of Canby and Molalla
1970s - present	Road became used by private residents, no longer used by logging companies
Sources: Aerial Photographs, Clackamas County Planning and Zoning Division, <i>Molalla</i> , by Judith Sanders Chapman, Lois E. Helvey Ray	

Surrounding Properties

The areas surrounding the subject property were historically used for agriculture, beginning as early as 1944. Research on the history of the area revealed that hay and wheat were frequently grown crops. On the west side of the subject property, areas were largely undeveloped, due to the proximity of the Molalla River.

Agricultural use of the surrounding properties continues to this day, though the crops have changed. A Christmas tree farm is currently located to the northeast of the subject property, and to the east of the subject property, saplings for what appear to be a chestnut farm were noted on the Site Reconnaissance (Photograph 6). The Canby Rod and Gun Club, located immediately west adjacent to the northern portion of the subject property, has been in operation since the mid-1940s, and is currently in voluntary clean up for lead contamination of area soils due to lead from shell casings (ECIS Site No. 5013, see Section 8.0 *Records Review* for more information).

Along the southern portion of the subject property, agricultural use still predominates, with a filbert orchard and other cropland visible during the Site Reconnaissance.

8.0 RECORDS REVIEW

As a part of this Phase I ESA of the subject property and as deemed necessary, inquiries were made to governmental agencies with jurisdiction over current and prior activities conducted at the subject property that could have affected the environment. When available and as necessary, files on nearby properties were also reviewed and agency personnel knowledgeable about activities conducted in the area of the subject property were interviewed.

Federal and state databases were reviewed as part of this Phase I ESA. Tribal databases were not reviewed, since the subject property was not located on or within 0.5 mile of Tribal Lands. For databases organized by zip code, the 97013 zip code was reviewed for both the 0.5-mile and 1.0-mile radii.

The following lists satisfy the requirements of ASTM E1527-13. The lists reviewed by HAI were the most recent lists available online as of November 30, 2017

STANDARD ENVIRONMENTAL RECORD SOURCES

U.S. Environmental Protection Agency (EPA) Lists		Search Distance	No. of Sites
National Priorities List (NPL) and Proposed NPL Sites		1.0 mile	0
De-listed NPL Sites		0.5 mile	0
Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) List		0.5 mile	0
CERCLIS No Further Remedial Action Planned (NFRAP) List		0.5 mile	0
Resource Conservation Recovery Act (RCRA) Corrective Action Report (CORRACTS) List		1.0 mile	2
RCRA Treatment, Storage, and Disposal (TSD) Facilities		0.5 mile	0
RCRA Handlers List	Subject and Adjoining Sites		1
Federal Engineering and Institutional Controls List		Subject Property	0
Emergency Response Notification System (ERNS) List		Subject Property	0

Oregon Department of Environmental Quality (DEQ) Lists		Search Distance	No. of Sites
Environmental Cleanup Site information (ECSI) System: Includes Confirmed Release (CRL), Voluntary Cleanup Program (VCP), State Brownfield, and State-registered Engineering and/or Institutional Controls Sites		1.0 mile	2
Solid Waste Facilities/Landfill (SWF/LF) List		0.5 mile	0
Leaking Underground Storage Tank (LUST) Sites		0.5 mile	6
Underground Storage Tank (UST) Facilities List	Subject and Adjoining Sites		0

Since the subject property was not located on or within 0.5 mile of Tribal Lands, a search for tribal LUST and UST databases was not conducted.

<i>The following tribal lists are not known to exist and could not be reviewed</i>	
<i>Tribal-Equivalent NPL List</i>	<i>Tribal SWF/LF Sites</i>
<i>Tribal-Equivalent CERCLIS</i>	<i>Tribal Institutional /Engineering Control Registries</i>
<i>Tribal-Equivalent CERCLIS</i>	<i>Tribal Brownfield Sites / Voluntary Cleanup Sites</i>

ADDITIONAL ENVIRONMENTAL RECORD SOURCES

Federal and State Records	Search Distance	No. of Sites
Federal Brownfields Program Sites List	0.5 mile	0
Oregon ERIS Spills List	Subject Property	0
Oregon State Fire Marshal's Office HSIS List	Subject Property	0
Oregon Building Codes Division Drug Lab Cleanup Program List	Subject Property	0
DEQ Underground Injection Control (UIC) Database	Subject Property	0

Subject Property

The subject property did not appear on any of the environmental records sources reviewed for this Phase I ESA.

Surrounding Sites

The review of environmental records sources disclosed a number of sites located within an approximately 1.0-mile radius of the subject property. However, none of the identified sites appear to represent a REC for the property based upon their distance from the property (greater than 150 feet), combined with their downgradient or cross-gradient position relative to the property, the nature of the identified contamination (e.g. lead, which is not significantly mobile), and the fact that groundwater was not reported to have been impacted.

One of the identified sites is discussed due to its proximity to the property.

Canby Rod and Gun Club 25011 S Molalla Forest Road, Canby, Oregon Adjacent Site	ECSI Site No. 2013
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Location / Topographic Position relative to subject property:

- Immediately west adjacent to northern portion of subject property
- Downgradient

The Canby Rod and Gun Club (CRGC) was added to DEQ's Environmental Cleanup Site Information (ECSI) database in May 2008 based on a DEQ inspection conducted in March 2008. The inspection was conducted in response to a pollution complaint alleging off-site impacts from lead contamination including impacts to a local unnamed creek. Observation by DEQ staff from the 2008 inspection supported the allegation of potential offsite lead impacts and the site was referred to DEQ's Site Assessment Program for further investigation.

CRGC developed an Environmental Stewardship Plan in 2004 using the U.S. Environmental Protection Agency's (EPA) guidance document. CRGC members described future plans at the site that may include a shot curtain for the trap range, a vegetation management plan, and to consider moving the 100 yard backstop to the south side of the unnamed tributary as time and funding allows.

The CRGC also adds soil amendments (lime) to raise the soil pH on average of every 6 months. Trees were planted on the border of the trap fields several years ago, to help collect overshoot and reduce soil erosion, but have since been cleared due to the lead mining of the trap fields. Trap targets are occasionally picked up from the trap fields and discarded. The 100-yd rifle range has an overhead system at closer firing points to control flight of bullets. The 50-yd ranges are backed by a ~10ft high dirt slope, which is expected to provide effective capture of slugs.

The CRGC has seven trap ranges and three pistol/rifle ranges. The Club has been located on site since 1952 and mined the trap fields two times for lead and is in process of mining a third time. Lead shot and polycyclic aromatic hydrocarbons (PAHs) from clay targets are the contaminants of concern for the site. The Club has an Environmental Stewardship Plan and board members are currently interested and willing to invest in controlling shot at the club as time and money allows. No soil, water, or stream sediment testing has been performed on site.

Based on DEQ's site visit and research, the agency's main concerns are the 100 yard rifle range backstop, overshoot from the trap range to the unnamed creek, and the facility's drinking water well. The rifle range backstop and overshoot from the trap range are of concern because of their proximity to an unnamed creek and their potential for transporting elevated metal concentrations downstream to waters that are in the city of Canby's Drinking Water Protection Area, which is also considered essential salmonid habitat. The drinking water well concern is due to the longevity of trap-shooting at the site and that the well has never been tested for lead or PAHs. In the absence of soil, sediment or groundwater samples from potentially impacted areas of the CRGC facility, DEQ believes that adding the site to the Confirmed Released List (CRL) is not warranted. DEQ SAPS scoring labels the CRGC as a high priority site for further action. As there is no data available for the site, it may be possible to demonstrate a lower priority through a specific set of soil, groundwater (site well) and sediment samples.

At this time, DEQ has made recommendations to CRGC for continued implementation of the Environmental Stewardship Plan, and sampling of well water and sediments of the unnamed creek adjacent to the property. As of the writing of this report, this sampling has not been conducted and no further updates to the ECSI file have been made.

Based on the distance of the lead-contaminated areas to the subject property boundary (over 200 feet), the limited mobility of the reported contaminant (lead), and the fact that the site is down- and cross-gradient from the subject property, this site does not appear to represent a REC for the subject property at this time. However, should future water and soil sampling at the CRGC reveal elevated lead concentrations, onsite soil sampling for the subject property would be advised.

No other adjacent sites appeared on any of the environmental records sources reviewed for this Phase I ESA.

9.0 DEVIATIONS

This Phase I ESA deviates from ASTM E1527-13 as follows:

- See Data Gaps below

9.1 Data Gaps

A Data Gap is defined in ASTM E1527-13 as a lack of or inability to obtain information required by the standards and practices listed in the regulation despite good faith efforts by the environmental professional or prospective landowner to gather such information. Such Data Gaps may affect the environmental professional's ability to identify RECs at the property.

A Data Failure is defined as the failure to achieve the historical research objectives contained in ASTM E1527-13, including identifying obvious uses of the property from the present, back to the property's first developed use, or back to 1940, whichever is earlier. A Data Failure is one type of Data Gap.

The following Data Gaps were identified in association with this Phase I ESA, along with their significance and the attempts made to fill the Data Gaps:

- Dense vegetation throughout the south-central and southern portions of the subject property limited visual inspection. However, historical resources including aerial photographs, online research and interviews provided information supporting the lack of development of these areas, therefore this limitation does not appear to be a significant Data Gap.
- Historical resources for the subject property (i.e. aerial photographs) extended only to 1944 (Data Failure), as opposed to the first developed use of the property, or 1940, whichever is earlier, as prescribed by the ASTM E-1527-13.

10.0 ADDITIONAL SERVICES

In addition to the basic elements of ASTM E1527-13, this report includes the following:

- A visual assessment for suspect asbestos-containing materials was conducted during the course of the Site Reconnaissance (Section 4.10.1). This visual assessment did not constitute an asbestos survey and was not intended to identify every suspect asbestos-containing material at the subject property.
- A general statement regarding site conditions that may disqualify the soils at the subject property as Clean Fill for unrestricted management and reuse or disposal in the future (Section 4.10.2). This general statement of site conditions does not constitute a Clean Fill Determination and is not intended to indicate the actual presence or absence of hazardous substances impacts to soils at the subject property.

11.0 LIMITATIONS

The purpose of this environmental assessment is to evaluate the possibility that the specified real property contains a *Recognized Environmental Condition* (REC), as defined by the American Society for Testing and Materials (ASTM) guideline (E1527-13). In performing an environmental assessment, a balance must be struck between the desire to conduct a complete inquiry into environmental matters and the limits of time, cost and technology. This report sets forth HAI's evaluation of the possibility of RECs based on the scope of work agreed to by the Client and within the Client's schedule and budget.

No investigation is thorough enough to ensure that hazardous substances are not present on a particular property. Even if RECs have not been identified in this report, there is no guarantee that contamination or other environmental conditions are not present. If samples have been collected in connection with this assessment, our assessment is based in part on our interpretation of data from discrete sample locations that may not represent actual conditions at unsampled locations. In evaluating the potential risks associated with the subject property, we have focused on possible sources on the property and on property in the immediate vicinity. We have not attempted to assess the risk that the property may be affected by regional contamination problems, such as the possibility of widespread contamination of the groundwater from sources not associated with this property.

All conclusions, opinions, and recommendations presented in this report are based on conditions existing at the time the services were performed and the laws, practices and technology in effect and commonly used as of that time. HAI is not able to predict future events that may affect the condition of the property or that may affect the risks attendant to such conditions.

Unless otherwise specified in this report, HAI has not investigated either the conditions inside any buildings on the property or the possible presence of hazardous substances incorporated into buildings, equipment, or other improvements on the property. HAI has not investigated conditions in any area of the property not readily accessible. Except as specifically described in this report, HAI also has not investigated the presence of hazardous substances that may be naturally occurring on the property. HAI has relied on information provided by the Client and other individuals and documents and has not verified the accuracy of such information.

Unless otherwise specified in writing, this report has been prepared solely for the use by the Client and Users, as identified in this report, and for use only in connection with the described property, subject to the limitations and conditions in HAI's services agreement with its Client. Any other use by the Client/Users or any use by any other person shall be at the user's sole risk, and HAI shall have neither liability nor responsibility with respect to such use.

(02/13)

12.0 REFERENCES

- City of Canby Building Department, building permits/plans request (no records on file), December 7, 2017
- Clackamas County Department of Assessment and Taxation, property ownership and tax lot information, December 7, 2017
- Clackamas County Fire District, underground storage tank records request (no records on file), December 4, 2017
- Cole City Directories for Greater Portland (Suburban), Oregon 1994, 1999, 2004, 2009, 2014, 2017, reviewed at the Multnomah County Library and HAI offices, December 12, 2017
- Google Map Imagery, aerial photograph for 1984, 1997, 2007, 2017, obtained November 30, 2017
- Google search engine (<http://www.google.com/webhp?hl=en>), keyword searches, various dates, December 2017
- MyTopo Map Pass Subscription Service, topographic base map for Figure 1, (map-pass.mytopo.com), December 2017
- Oregon Department of Environmental Quality, state regulatory lists, reviewed November 30, 2017
- Oregon Department of Geology and Mineral Industries, *Earthquake-Hazard Geology Map of the Oregon City, Oregon Quadrangle*, 1990, area geology
- Oregon State Tax Map, *The Oregon Map*, tax lot maps (www.ormap.org), reviewed November 30, 2017
- Oregon Water Resources Department, water well logs review, December 4, 2017 (www.wrd.state.or.us)
- Polk City Directories for Clackamas County, Oregon, 1984 and 1987, reviewed at the Clackamas County Library, December 7, 2017
- Sanborn Fire Insurance Maps for Canby, Oregon, 1928, 1931 and 1936, reviewed on the Multnomah County Library web site (www.multcolib.org), December 4, 2017
- Social Security Death Index, former Owner research, April 1, 2016 (<http://obits.oregonlive.com/obituaries/oregon/ssdi-search.aspx>)
- U.S. Army Corps of Engineers Central Map Files, Portland, Oregon aerial photographs for 1944, 1956, 1961, 1961, 1976, 1983 and 1991, obtained December 11, 2017
- U.S. Environmental Protection Agency, federal regulatory lists, reviewed November 30, 2017
- U.S. Geological Survey 7.5-Minute Quadrangle, Oregon City, Oregon, 1991, area topography
- U.S. Geological Survey, Geologic Map of Oregon, 1991, area geology

13.0 GLOSSARY OF ABBREVIATIONS

ACM	Asbestos-Containing Materials
AST	Aboveground Storage Tank
ASTM	American Society for Testing and Materials
AUL	activity and use limitations
bgs	below ground surface
CCDs	Cole City Directories
CEG	Conditionally Exempt Generator
CERCLA	Comprehensive Environmental Response Compensation and Liability Act
CERCLIS	Comprehensive Environmental Response Compensation and Liability Information System
CFR	Code of Federal Regulations
CORRACTS	RCRA Corrective Action Report
DEQ	Oregon Department of Environmental Quality
ECSI	Environmental Cleanup Site Information
EPA	U.S. Environmental Protection Agency
HAI	Hahn and Associates, Inc.
LQG	Large Quantity Generator
LUST	Leaking Underground Storage Tank
MSL	Mean Sea Level
NFA	No Further Action
NFRAP	No Further Remedial Action Planned
NPL	National Priority List
OAR	Oregon Administrative Rule
OSHA	Occupational Safety and Health Administration
OWRD	Oregon Water Resources Department
PCB	Polychlorinated Biphenyls
ppm	parts per million
RCRA	Resource Conservation and Recovery Act
RECs	Recognized Environmental Conditions
SEMS	Superfund Enterprise Management System
SFIM	Sanborn Fire Insurance Map
SQG	Small Quantity Generator of Hazardous Waste
SWDF	Solid Waste Disposal Facility
SWDS	Solid Waste Disposal Site
TSD	Treatment, Storage and Disposal
USGS	U.S. Geological Survey
UST	Underground Storage Tank
W.M.	Willamette Meridian

14.0 DESCRIPTION OF ENVIRONMENTAL DATABASES

Federal NPL Sites List: The EPA National Priority List (NPL) details the locations of hazardous substance sites that present a potential for imminent and substantial harm to the environment.

Federal De-listed NPL Sites List: The Federal De-listed NPL Site (NPL) List details the locations of hazardous substance sites where either environmentally significant quantities of hazardous waste were never confirmed at the site, or an environmentally insignificant amount of hazardous waste is all that remains at the site as a result of remediation.

Federal CERCLIS List: The Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) lists hazardous substance sites that require preliminary investigation or are undergoing EPA investigations.

Federal CERCLIS NFRAP List: This report lists all CERCLIS No Further Remedial Action Planned (NFRAP) sites, which are CERCLIS sites that have been removed from the CERCLIS List. Archived status indicates that contamination was not found at the CERCLIS NFRAP sites, the contamination has been remediated, or the contamination has been deemed to not be significant enough to require consideration under CERCLIS or NPL. The listing of a site on the CERCLIS NFRAP does not necessarily imply that contamination has been deemed insignificant or remediated based upon applicable state or local standards.

Federal Superfund Enterprise Management System: The Federal Superfund Enterprise Management System (SEMS) was developed to replace the Federal CERCLIS Public Access Database, and was made operational in 2016. SEMS includes the same data fields and content as CERCLIS. The Federal CERCLIS Public Access Database, which contained a selected set of publicly releasable Superfund program data, was retired in 2013.

Federal CORRACTS List: The Corrective Action Report (CORRACTS) List identifies hazardous waste handlers with RCRA corrective action activity.

Federal RCRA TSD Facilities List: The EPA Resource Conservation and Recovery Act (RCRA) Treatment, Storage and Disposal (TSD) Facilities List identifies sites which manage hazardous waste for the purpose of on-site treatment, interim storage, or on-site disposal.

Federal RCRA Handlers List: The EPA RCRA Handlers List identifies facilities which have given notification as current hazardous waste generators, including Large Quantity Generators (LQG), Small Quantity Generators (SQG), or Conditionally Exempt Generators (CEGs), and facilities that do not presently generate hazardous waste (Non-Generators).

Federal Engineering and Institutional Controls Lists: The EPA Federal Engineering Controls List identifies sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or affect human health. The EPA Federal Institutional Controls

List identifies sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Federal ERNS List: The Emergency Response Notification System (ERNS) List records and stores information on reported releases of oil and hazardous substances.

DEQ ECSI List: The Oregon Department of Environmental Quality (DEQ) Environmental Cleanup Site Information (ECSI) List includes hazardous substance sites undergoing DEQ investigations, along with DEQ Voluntary Cleanup Program (VCP) sites, State Brownfield sites, and sites with State-registered engineering and/or institutional controls.

DEQ SWF/LF List: The DEQ SWF/LF list is an inventory of active permitted facilities (including landfills, waste tire storage sites and carriers) in Oregon. The types of permitted facilities include compost, municipal solid waste (disposal) landfills, material recovery, transfer stations, tire and household hazardous waste.

DEQ LUST List: The DEQ Leaking Underground Storage Tank (LUST) Database List contains an inventory of reported LUST incidents.

DEQ UST List: The UST Facilities by Zip List is compiled of all underground storage tank facilities in Oregon. The list contains the following information: Facility ID, Name, Location, City, Zip, Phone Number, Permittee, Total Number of Tanks, Number of Active Tanks, Number of Decommissioned Tanks, and Number of Permitted Tanks.

Indian LUST List: The Indian LUST List identified leaking USTs on Indian land in Alaska, Idaho, Oregon and Washington.

Indian UST List: The Indian UST List identified USTs on Indian land in Alaska, Idaho, Oregon and Washington.

Federal Brownfields Program Sites List: EPA's Brownfields Program empowers states, communities, and other stakeholders in economic development to work together to prevent, assess, safely clean up, and sustainably reuse brownfields. A Brownfield Site is real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.

Oregon State Fire Marshal's Office HSIS List: The Oregon State Fire Marshal's Office Hazardous Substance Information Survey (HSIS) identifies companies in Oregon submitting the HSIS and either reporting or not reporting hazardous substances.

Oregon ERIS Spills List: The Oregon Emergency Response Information System (ERIS) List identifies reported releases of petroleum and/or hazardous substances to land or water since 1995. DEQ discontinued usage and maintenance of this database in July 2013.

Oregon Building Codes Division Drug Lab Cleanup Program List: The Building Codes Division of the Oregon Department of Consumer & Business Services

maintains a list of properties declared by law enforcement agencies to be unfit for use due to methamphetamine manufacturing and/or storage activities. The properties are considered unfit for habitation until they are certified clean in accordance with the Oregon Department of Human Services' Clandestine Drug Lab Cleanup Program, at which time they are removed from the list.

15.0 DEFINITIONS OF TERMS

Abandoned Property — property that can be presumed to be deserted, or an intent to relinquish possession or control can be inferred from the general disrepair or lack of activity thereon such that a reasonable person could believe that there was an intent on the part of the current owner to surrender rights to the property.

Activity and Use Limitation (AUL) — legal or physical restrictions or limitations on the use of, or access to, a site or facility: (1) to reduce or eliminate potential exposure to hazardous substances or petroleum products in the soil, soil vapor, groundwater, and/or surface water on the property, or (2) to prevent activities that could interfere with the effectiveness of a response action, in order to ensure maintenance of a condition of no significant risk to public health or the environment. These legal or physical restrictions, which may include institutional and/or engineering controls, are intended to prevent adverse impacts to individuals or populations that may be exposed to hazardous substances and petroleum products in the soil or groundwater on the property.

Actual Knowledge — the knowledge actually possessed by an individual who is a real person, rather than an entity. Actual knowledge is to be distinguished from constructive knowledge, that is knowledge imputed to an individual or entity.

Adjoining Properties — any real property or properties the border of which is contiguous or partially contiguous with that of the property, or that would be contiguous or partially contiguous with that of the property but for a street, road, or other public thoroughfare separating them.

Aerial Photographs — photographs taken from an aerial platform with sufficient resolution to allow identification of development and activities of areas encompassing the property.

All Appropriate Inquiries — that inquiry constituting “all appropriate inquiries into the previous ownership and uses of the property consistent with good commercial or customary practice” as defined in CERCLA, 42 U.S.C §9601(35)(B), that will qualify a party to a commercial real estate transaction for one of threshold criteria for satisfying the landowner liability protections to CERCLA liability (42 U.S.C §9601(35)(A) & (B), §9607(b)(3), §9607(q); and §9607(r)), assuming compliance with other elements of the defense.

Approximate Minimum Search Distance — the area for which records must be obtained and reviewed under ASTM E1527-13, subject to limitations as provided in ASTM E1527-13. This distance is to be measured from the nearest subject property boundary. This term is used in lieu of radius to include irregularly shaped properties.

Business Environmental Risk — a risk which can have a material environmental or environmentally-driven impact on a business associated with the current or future use of a parcel of commercial real estate. Consideration of business environmental

risk is not necessarily limited to those environmental issues required to be investigated under ASTM E1527-13, and may involve addressing considerations outside the scope of this practice (non-scope considerations).

Continuing Obligations — Continuing Obligations that the Client/User must achieve and maintain in order to qualify for one of the Landowner Liability Protections (LLPs) to CERCLA liability under the 2002 Brownfields Amendments, assuming compliance with other elements of the defense. Continuing Obligations include: (1) complying with land use restrictions and institutional controls; (2) taking reasonable steps with respect to hazardous substance releases; (3) providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration; (4) complying with requests for information and with administrative subpoenas; and (5) providing legally required notices.

Controlled Recognized Environmental Condition (CREC) — a REC resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (e.g., as evidenced by the issuance of a NFA letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (e.g., property use restrictions, AULs, or institutional/engineering controls).

Data Failure — a failure to achieve the historical research objectives contained in ASTM E1527-13 (includes identifying obvious uses of the property from the present, back to the property's first developed use, or back to 1940, whichever is earlier), even after reviewing the standard historical sources that are reasonably ascertainable and likely to be useful. Data Failure is one type of Data Gap.

Data Gap — a lack of or inability to obtain information required by this practice despite good faith efforts by the environmental professional to gather such information. Data gaps may result from incompleteness in any of the activities required by this practice, including, but not limited to Site Reconnaissance (for example, an inability to conduct the site visit), and interviews (for example, an inability to interview the key site manager, regulatory officials, etc.).

De Minimis Condition — a condition that generally does not present a material risk of harm to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be *de minimis* are not recognized environmental conditions or controlled recognized environmental conditions.

Drywells — underground areas where soil has been removed and replaced with pea gravel, coarse sand, or large rocks. Dry wells are used for drainage, to control storm runoff, for the collection of spilled liquids (intentional and non-intentional) and wastewater disposal (often illegal).

Environment — The term "environment" includes (A) the navigable waters, the waters of the contiguous zone, and the ocean waters of which the natural resources are under the exclusive management authority of the United States under the Magnuson-Stevens Fishery Conservation and Management Act; and (B) any other surface water, groundwater, drinking water supply, land surface or subsurface strata, or ambient air within the United States or under the jurisdiction of the United States, as defined in CERCLA 42 U.S.C. § 9601(8)).

Environmental Compliance Audit — the investigative process to determine if the operations of an existing facility are in compliance with applicable environmental laws and regulations. This term should not be used to describe this practice, although an environmental compliance audit may include an environmental site assessment or, if prior audits are available, may be part of an environmental site assessment.

Environmental Lien — a charge, security, or encumbrance upon title to a property to secure the payment of a cost, damage, debt, obligation, or duty arising out of response actions, cleanup, or other remediation of hazardous substances or petroleum products upon a property, including (but not limited to) liens imposed pursuant to CERCLA 42 U.S.C. §9607(1) & 9607(r) and similar state or local laws.

Environmental Professional — (1) a person who possesses sufficient specific education, training, and experience necessary to exercise professional judgment to develop opinions and conclusions regarding conditions indicative of releases or threatened releases on, at, in, or to a property, sufficient to meet the objectives and performance factors in §312.20(e) and (f).

(2) Such a person must: (i) hold a current Professional Engineer's or Professional Geologist's license or registration from a state, tribe, or U.S. territory (or the Commonwealth of Puerto Rico) and have the equivalent of three (3) years of full-time relevant experience; or (ii) be licensed or certified by the federal government, a state, tribe, or U.S. territory (or the Commonwealth of Puerto Rico) to perform environmental inquiries as defined in §312.21 and have the equivalent of three (3) years of full-time relevant experience; or (iii) have a Baccalaureate or higher degree from an accredited institution of higher education in a discipline of engineering or science and the equivalent of five (5) years of full-time relevant experience; or (iv) have the equivalent of ten (10) years of full-time relevant experience.

(3) An environmental professional should remain current in his or her field through participation in continuing education or other activities.

(4) The definition of environmental professional provided above does not preempt state professional licensing or registration requirements such as those for a professional geologist, engineer, or site remediation professional. Before commencing work, a person should determine the applicability of state professional licensing or registration laws to the activities to be undertaken as part of the inquiry identified in §312.21(b).

(5) A person who does not qualify as an environmental professional under the foregoing definition may assist in the conduct of all appropriate inquiries in accordance with this part if such person is under the supervision or responsible charge of a person meeting the definition of an environmental professional provided above when conducting such activities.

Environmental Site Assessment (ESA) — the process by which a person or entity seeks to determine if a particular parcel of real property (including improvements) is subject to recognized environmental conditions. At the option of the user, an environmental site assessment may include more inquiry than that constituting all appropriate inquiries or, if the user is not concerned about qualifying for the *landowner liability protections* (LLPs), less inquiry than that constituting all appropriate inquiries. An environmental site assessment is both different from and often less rigorous than an environmental compliance audit.

Fill Dirt — dirt, soil, sand, or other earth, that is obtained off-site, that is used to fill holes or depressions, create mounds, or otherwise artificially change the grade or

elevation of real property. It does not include material that is used in limited quantities for normal landscaping activities.

Good Faith — the absence of any intention to seek an unfair advantage or to defraud another party; an honest and sincere intention to fulfill one's obligations in the conduct or transaction concerned.

Hazardous Substance — Per ASTM 1527-13, a substance defined as a *hazardous substance* pursuant to CERCLA 42 U.S.C. §9601(14), as interpreted by EPA regulations and the courts:“ (A) any substance designated pursuant to section 1321(b)(2)(A) of Title 33, (B) any element, compound, mixture, solution, or substance designated pursuant to section 9602 of this title, (C) any *hazardous waste* having the characteristics identified under or listed pursuant to section 3001 of the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, (42 U.S.C. §6921) (but not including any waste the regulation of which under RCRA (42 U.S.C. §6901 et seq.) has been suspended by Act of Congress), (D) any toxic pollutant listed under section 1317(a) of Title 33, (E) any hazardous air pollutant listed under section 112 of the Clean Air Act (42 U.S.C. §7412), and (F) any imminently hazardous chemical substance or mixture with respect to which the Administrator (of EPA) has taken action pursuant to section 2606 of Title 15. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a *hazardous substance* under subparagraphs (A) through (F) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

Hazardous Waste — any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of RCRA, as amended, (42 U.S.C. §6921) (but not including any waste the regulation of which under RCRA (42 U.S.C. §6901-6992k) has been suspended by Act of Congress). RCRA is sometimes also identified as the Solid Waste Disposal Act. RCRA defines a hazardous waste, at 42 U.S.C. §6903, as: “a solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may—(A) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or (B) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.”

Historical Recognized Environmental Condition (HREC) —a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted residential use criteria established by a regulatory authority, without subjecting the property to any required controls (e.g., property use restrictions, AULs, institutional controls, or engineering controls). Before calling the past release an HREC, the EP must determine whether the past release is a REC at the time the Phase I ESA is conducted (e.g., if there has been a change in the regulatory criteria). If the EP considers this past release to be a REC at the time the Phase I ESA is conducted, the condition shall be included in the conclusions section of the report as a REC

IC/EC registries — databases of institutional controls or engineering controls that may be maintained by a federal, state or local environmental agency for purposes of tracking sites that may contain residual contamination and AULs. The names for

these may vary from program to program and state to state, and include terms such as Declaration of Environmental Use Restriction database (Arizona), list of “deed restrictions” (California), environmental real covenants list (Colorado), brownfields site list (Indiana, Missouri) and the Pennsylvania Activity and Use Limitation (PA AUL) Registry.

Innocent Landowner Defense — (42 U.S.C. §9601(35) & 9607(b)(3)) — a person may qualify as one of three types of innocent landowners: (i) a person who “did not know and had no reason to know” that contamination existed on the property at the time the purchaser acquired the property; (ii) a government entity which acquired the property by escheat, or through any other involuntary transfer or acquisition, or through the exercise of eminent domain authority by purchase or condemnation; and (iii) a person who “acquired the facility by inheritance or bequest.” To qualify for the first type of innocent landowner LLP, such person must have made all appropriate inquiries on or before the date of purchase. Furthermore, the all appropriate inquiries must not have resulted in knowledge of the contamination. If it does, then such person did “know” or “had reason to know” of contamination and would not be eligible for the innocent landowner defense.

Institutional Controls — a legal or administrative restriction (for example, “deed restrictions,” restrictive covenants, easements, or zoning) on the use of, or access to, a site or facility to (1) reduce or eliminate potential exposure to hazardous substances or petroleum products in the soil or groundwater on the property, or (2) to prevent activities that could interfere with the effectiveness of a response action, in order to ensure maintenance of a condition of no significant risk to public health or the environment. An institutional control is a type of Activity and Use Limitation (AUL).

Key Site Manager — the person identified by the owner or operator of a property as having good knowledge of the uses and physical characteristics of the property.

Landowner Liability Protections — landowner liability protections (LLPs) include the bona fide prospective purchaser liability protection, contiguous property owner liability protection, and innocent landowner defense from CERCLA liability (42 U.S.C. §§9601(35)(A), 9601(40), 9607(b), 9607(q), 9607(r)).

Major Occupants — those tenants, subtenants, or other persons or entities each of which uses at least 40 % of the leasable area of the property or any anchor tenant when the property is a shopping center.

Material Threat — a physically observable or obvious threat which is reasonably likely to lead to a release that, in the opinion of the environmental professional, is threatening and might result in impact to public health or the environment. An example might include an aboveground storage tank system that contains a hazardous substance and which shows evidence of damage. The damage would represent a material threat if it is deemed serious enough that it may cause or contribute to tank integrity failure with a release of contents to the environment.

Migrate/Migration — the movement of hazardous substances or petroleum products in any form, including, for example, solid and liquid at the surface or subsurface, and vapor in the subsurface.

Petroleum Products — those substances included within the meaning of the petroleum exclusion to CERCLA, 42 U.S.C. §9601(14), as interpreted by the courts

and EPA, that is: petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under Subparagraphs (A) through (F) of 42 U.S.C. §9601(14), natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

Pits, Ponds, or Lagoons — man-made or natural depressions in a ground surface that are likely to hold liquids or sludge containing hazardous substances or petroleum products.

Practicably Reviewable — information that is practically reviewable means that the information is provided by the source in a manner and in a form that, upon examination, yields information relevant to the property without the need for extraordinary analysis of irrelevant data. The form of the information shall be such that the user can review the records for a limited geographic area. Records that cannot be feasibly retrieved by reference to the location of the property or a geographic area in which the property is located are not generally practically reviewable. Further, when so much data is generated that it cannot be feasibly reviewed for its impact on the property, it is not practically reviewable.

Publicly Available — information that is publicly available means that the source of the information allows access to the information by anyone upon request.

Reasonably Ascertainable — for purposes of both the ASTM Phase I ESA (Practice E 1527) and the TSA (Practice E 1528) standards, information that is (1) publicly available, (2) obtainable from its source within reasonable time and cost constraints, and (3) practicably reviewable.

Recognized Environmental Condition (REC) — the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. The term is not intended to include *de minimis* conditions that generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be *de minimis* are not recognized environmental conditions.

Release — any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discharging of barrels, containers, and other closed receptacles containing any hazardous substances or pollutant or contaminant).

Relevant Experience — as used in the definition of environmental professional, means: participation in the performance of environmental site assessments that may include environmental analyses, investigations, and remediation which involve the understanding of surface and subsurface environmental conditions and the processes used to evaluate these conditions and for which professional judgment was used to develop opinions regarding conditions indicative of releases or threatened releases (per §312.1(c)) to the subject property.

Site Reconnaissance — that part that is contained in ASTM Practice E1527 and addresses what should be done in connection with the site visit. The Site

Reconnaissance includes, but is not limited to, the site visit done in connection with a Phase I Environmental Site Assessment.

Site Visit — the visit to the property during which observations are made as part of the Site Reconnaissance.

Subject Property — the real property that is the subject of this Phase I ESA. Real property includes buildings and other fixtures and improvements located on the property and affixed to the land.

Sump — a pit, cistern, cesspool, or similar receptacle where liquids drain, collect, or are stored.

Underground Storage Tank (UST) — any tank, including underground piping connected to the tank, that is or has been used to contain hazardous substances or petroleum products and the volume of which is 10% or more beneath the surface of the ground.

User — the party seeking to use ASTM E1527-13 to complete a Phase I ESA of the subject property. A User may include, without limitation, a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property manager.

User's Responsibilities — ASTM E1527-13 describes specific tasks to be performed by the Client/User that will help identify the possibility of RECs in connection with the subject property and which a) do not require the technical expertise of an environmental professional (EP) and b) are generally not performed by EPs performing a Phase I ESA. These tasks include communicating to the EP any specialized or actual knowledge or experience the Client/User may have with respect to the property, the relationship of the purchase price to the fair market value of the property, and the reason for conducting the Phase I ESA. Additionally, under ASTM E1527-13, it is the Client/User's responsibility to either: 1) engage a title company or title professional to undertake a review of reasonably ascertainable recorded land title records and lien records for environmental liens or AULs currently recorded against or relating to the property, or 2) negotiate such an engagement of a title company or title professional as an addition to the scope of the Phase I ESA activities.

Vapor Encroachment Condition (VEC) — the presence or likely presence of COC vapors in the subsurface of the subject property caused by the release of vapors from contaminated soil or groundwater or both either on or near the property.

Wastewater — water that (1) is or has been used in an industrial or manufacturing process, (2) conveys or has conveyed sewage, or (3) is directly related to manufacturing, processing, or raw materials storage areas at an industrial plant. Wastewater does not include water originating on or passing through or adjacent to a site, such as stormwater flows, that has not been used in industrial or manufacturing processes, has not been combined with sewage, or is not directly related to manufacturing, processing, or raw materials storage areas at an industrial plant.

(12/13)

16.0 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONALS

MEREDITH P. JORDAN

Environmental Scientist

Technical Expertise

Ms. Jordan is an environmental scientist with over seven years of experience in scientific research and analysis, with a focus on water quality and aquatic ecology. She has expertise in conducting Phase I Environmental Site Assessment (ESA) research activities, including historical records research, aerial photograph analysis, federal, state and local records research, regulatory agency file review, and report preparation, including written and graphical presentation.

Experience Summary

While working and earning her master's degree in Environmental Science and Management, Ms. Jordan conducted both literary and field research, GIS mapping, project management, data collection and analysis and report writing. Combining her background of communications and writing with her environmental science knowledge has led her to specializing in preparation of scientific communications. Ms. Jordan's graduate work and field studies on mercury bioaccumulation in freshwater systems included collaboration with federal and state agencies, and the presentation of results to multiple stakeholders. She has provided written and graphical communications to numerous internal clients as a communications specialist.

Credentials

M.S. Environmental Science and Management, Portland State University,
Portland, Oregon

B.A. English, University of California at Berkeley, Berkeley, California

Employment History

Hahn and Associates, Inc.	Project Manager	2017 to present
Portland State University	Researcher, Writer, Educator	2012 to 2016
Oregon Health & Science University	Communications Specialist	2010 to 2012

(06/17)

GARY W. HAHN, E.P.

President, Principal

Technical Expertise

Mr. Hahn is a qualified Environmental Professional (E.P.), with technical expertise in managing the day-to-day operations of a regionally-based environmental consulting firm that specializes in site assessment, investigation, and remediation.

Experience Summary

Mr. Hahn has owned and managed Hahn and Associates, Inc. since its inception in 1987, and has provided environmental regulatory assistance and site assessment activities for industry and government, as well as overseeing the design and implementation of environmental compliance programs and the management of environmental cleanup projects for over 30 years.

Credentials

B.S. Chemistry, Case Western Reserve University

Professional Titles and Affiliations

- Member, Board of Directors, The Wetlands Conservancy
- Past Member, Board of Directors, Oregon Association of Environmental Professionals

Selected Professional Training

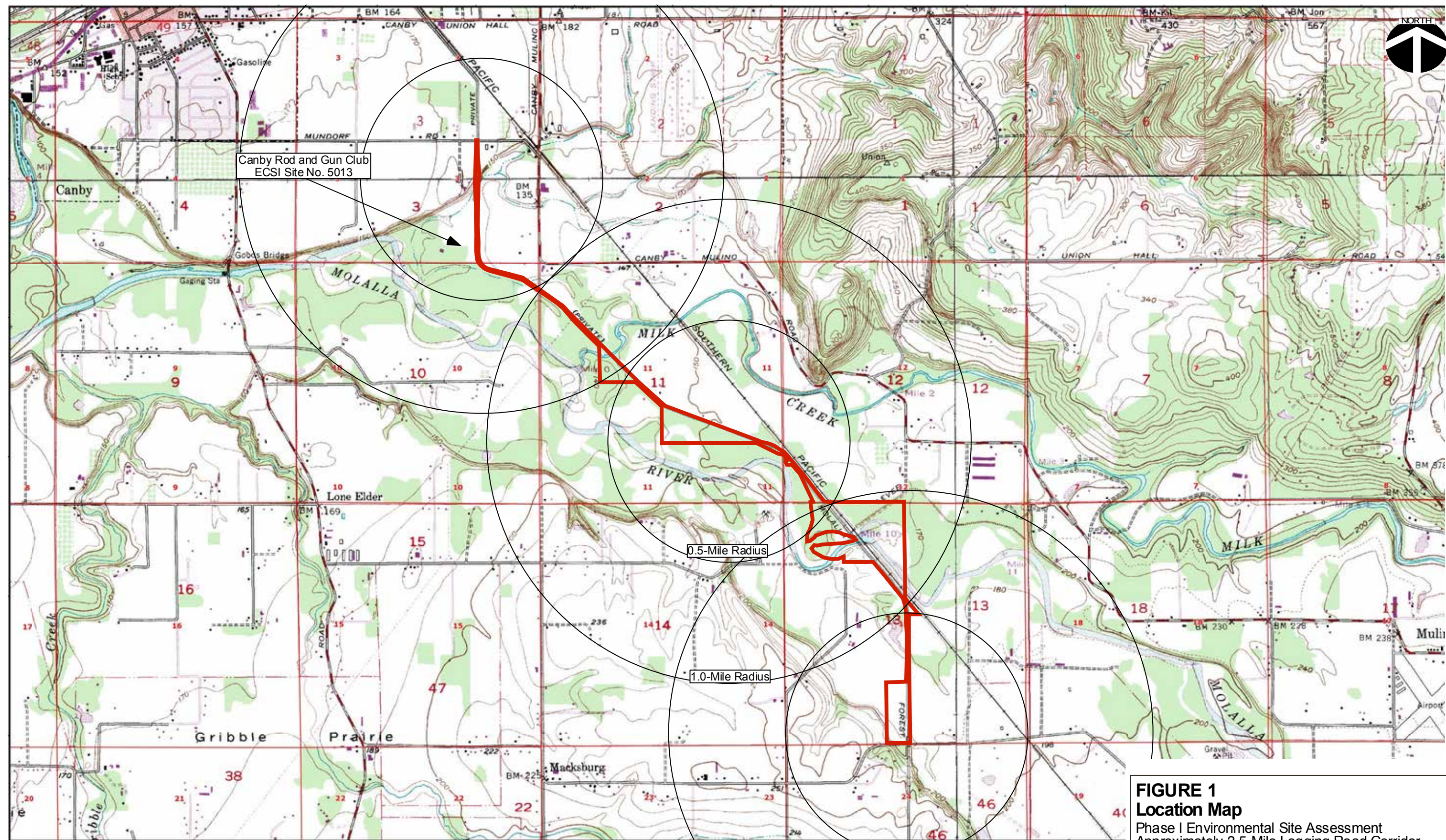
- OSHA 40-Hour Health and Safety Training for Hazardous Waste Workers
- OSHA 8-Hour Health and Safety Supervisor Training for Hazardous Waste Workers

Employment History

Hahn and Associates, Inc.	President	1987 to present
SRH Associates, Inc.	Environmental Scientist	1986 to 1987
McCall Oil and Chemical Corp.	Environmental Compliance Manager	1983 to 1986
Waste Management, Inc.	Remedial Action/Cleanup Manager	1981 to 1983
Oregon DEQ	Hazardous Waste Specialist	1980 to 1981
Ohio EPA	Hazardous Spill Response Manager	1976 to 1979

(01/12)

FIGURES



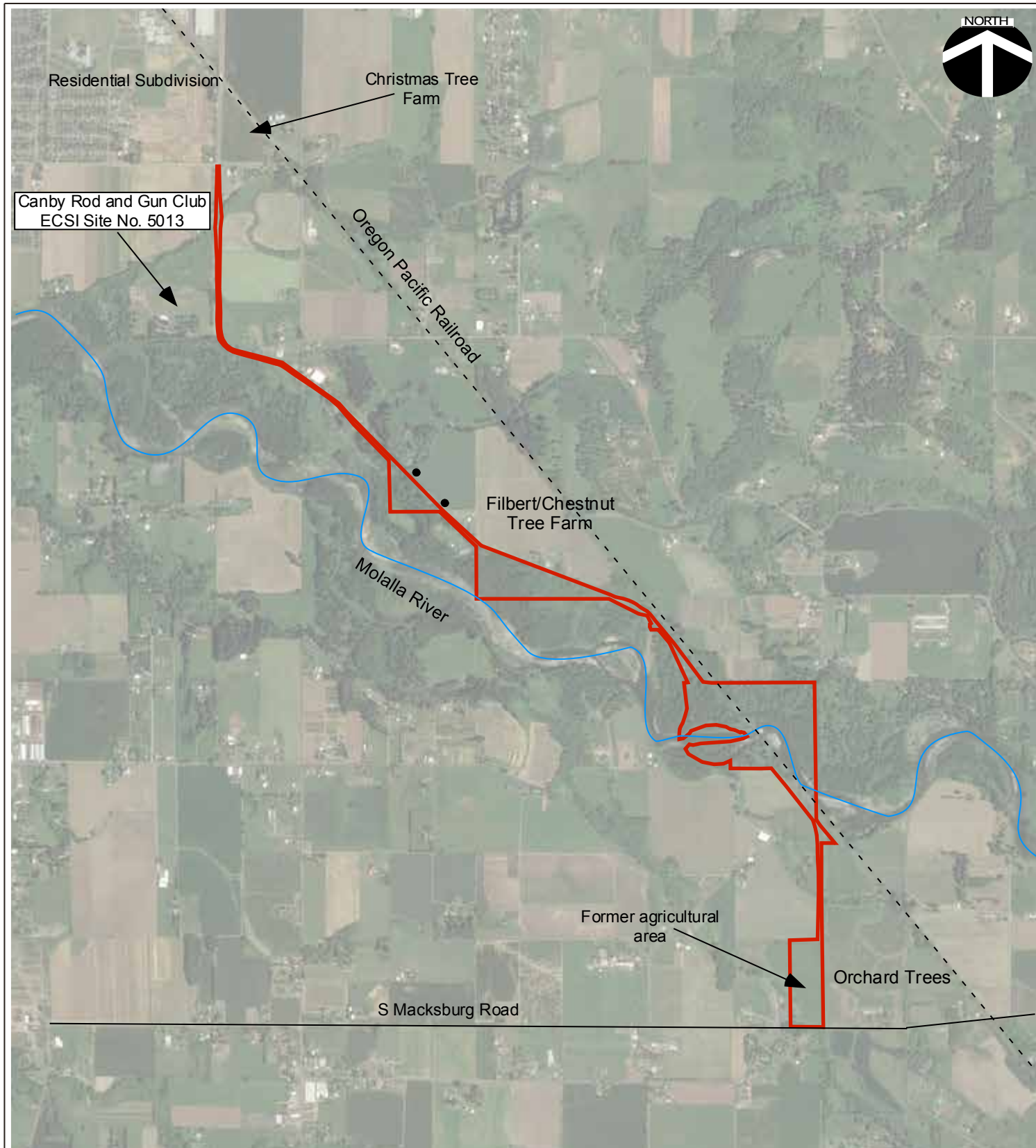
**FIGURE 1
Location Map**
Phase I Environmental Site Assessment
Approximately 3.5-Mile Logging Road Corridor
(Approximately 104 Acres, Undeveloped)
Vicinity of S Molalla Forest Road, Canby, Oregon

HAHN AND ASSOCIATES, INC.
Project No. 9267

December 2017

Note:
Base Map from the Oregon City, Oregon (1982)
USGS 7.5-Minute Quadrangle
Contour Intervals: 10 Feet





LEGEND

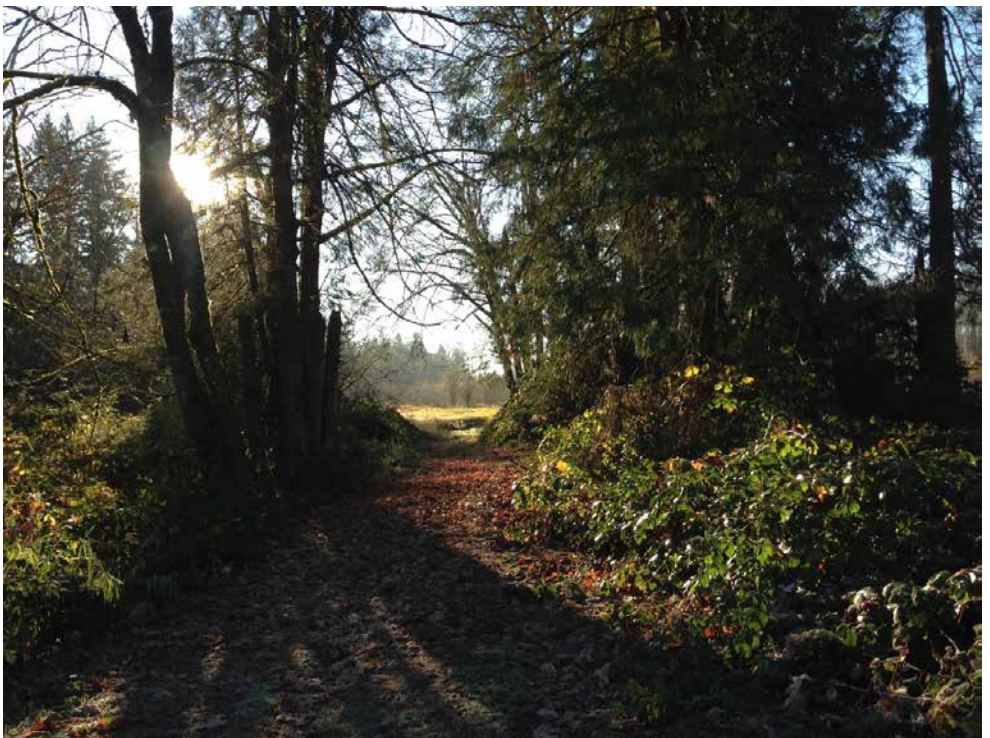
- Subject Property Boundary
- ~ Molalla River
- Pole-Mounted Transformer

FIGURE 2 – Site and Surrounding Land Use Map

Phase I Environmental Site Assessment
Approximately 3.5-Mile Logging Road Corridor
Approximately 104 Acres, Undeveloped
Vicinity of S Molalla Forest Road, Canby, Oregon

SITE PHOTOGRAPHS

Photograph No. 1	
<p>Date Taken: December 7, 2017</p> <p>Direction: North</p> <p>Location: North portion of S Molalla Forest Road</p> <p>Comments: Facing north, a view of the abandoned logging road, part of the northern portion of subject property</p>	

Photograph No. 2	
<p>Date Taken: December 7, 2017</p> <p>Direction: Southwest</p> <p>Location: Central portion of subject property, west of S Molalla Forest Road</p> <p>Comments: View of the path through the woods towards Molalla River in the central portion of the subject property</p>	

<p>HAHN AND ASSOCIATES, INC. 434 NW 6th Avenue, Suite 203 Portland, Oregon 97209 503.796.0717</p>	<p>Site Photographs Phase I Environmental Site Assessment Approximately 3.5-Mile Logging Road Corridor Approximately 104 Acres, Undeveloped Vicinity of S Molalla Forest Road, Canby, Oregon</p>
	<p>Project No. 9267 December 2017</p>

Photograph No. 3	
Date Taken: December 7, 2017	
Direction: Northeast	
Location: Southern portion of subject property, just north of S Macksburg Road Comments: View of the blackberries overgrowing the southern stretch of S Molalla Forest Road in the southern portion of the subject property	

Photograph No. 4	
Date Taken: December 7, 2017	
Direction: Northwest	
Location: Canby Rod and Gun Club Comments: View of the trap field area and parts of removed soil areas on the immediately adjacent Canby Rod and Gun Club, offsite and to the west of the northern portion of the subject property	

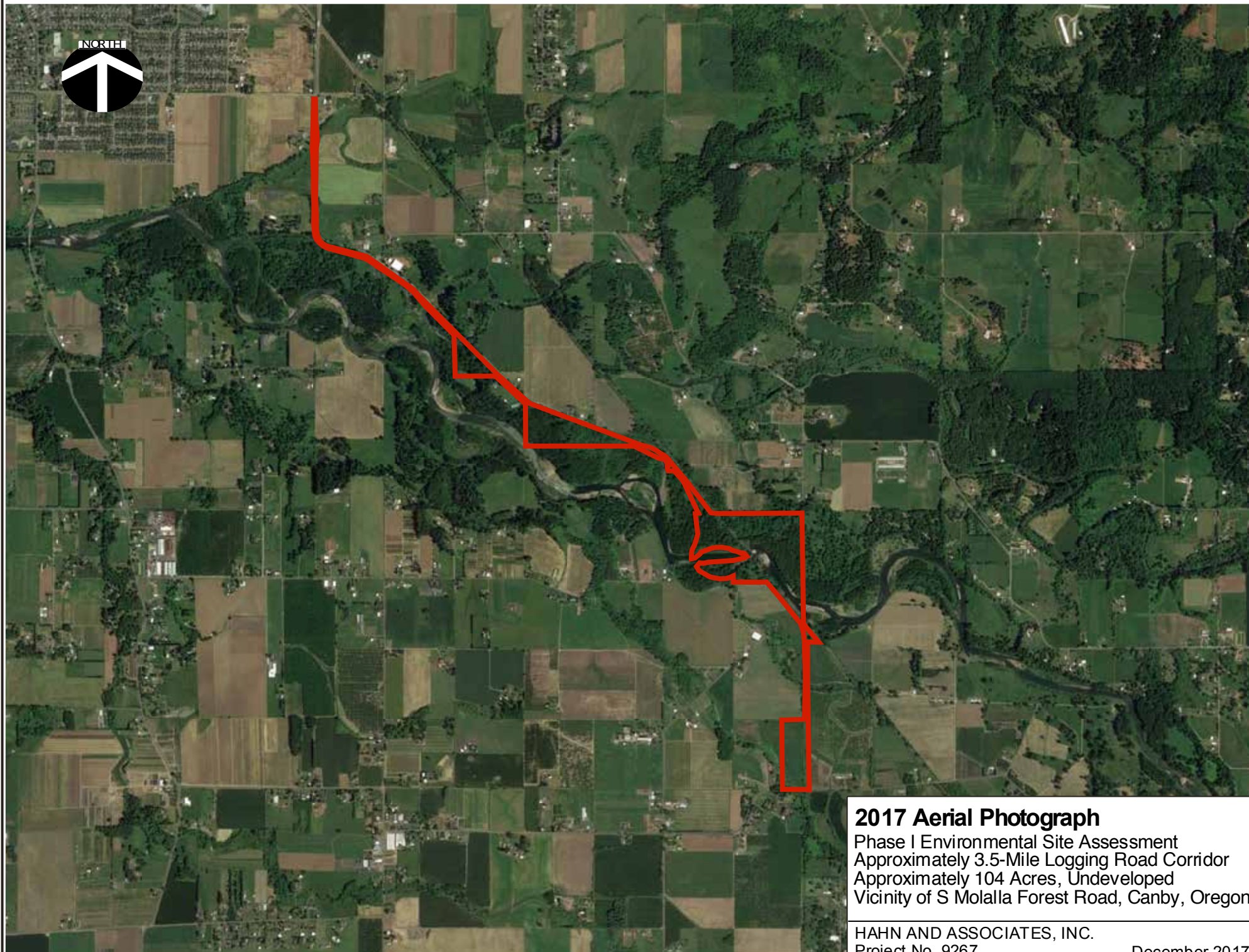
HAHN AND ASSOCIATES, INC. 434 NW 6 th Avenue, Suite 203 Portland, Oregon 97209 503.796.0717	Site Photographs Phase I Environmental Site Assessment Approximately 3.5-Mile Logging Road Corridor Approximately 104 Acres, Undeveloped Vicinity of S Molalla Forest Road, Canby, Oregon
	Project No. 9267 December 2017

Photograph No. 5	
Date Taken:	
December 7, 2017	
Direction:	
Northeast	
Location:	
Central portion of subject property, on S Molalla Forest Road	
Comments:	
View of pole mounted transformer east adjacent to S Molalla Forest Road	

Photograph No. 6	
Date Taken:	
December 7, 2017	
Direction:	
East	
Location:	
Central portion of subject property, on S Molalla Forest Road	
Comments:	
View of young filbert/chestnut tree farm, east adjacent to S Molalla Forest Road	

<p>HAHN AND ASSOCIATES, INC. 434 NW 6th Avenue, Suite 203 Portland, Oregon 97209 503.796.0717</p>	<p>Site Photographs Phase I Environmental Site Assessment Approximately 3.5-Mile Logging Road Corridor Approximately 104 Acres, Undeveloped Vicinity of S Molalla Forest Road, Canby, Oregon</p>
	<p>Project No. 9267 December 2017</p>

AERIAL PHOTOGRAPHS

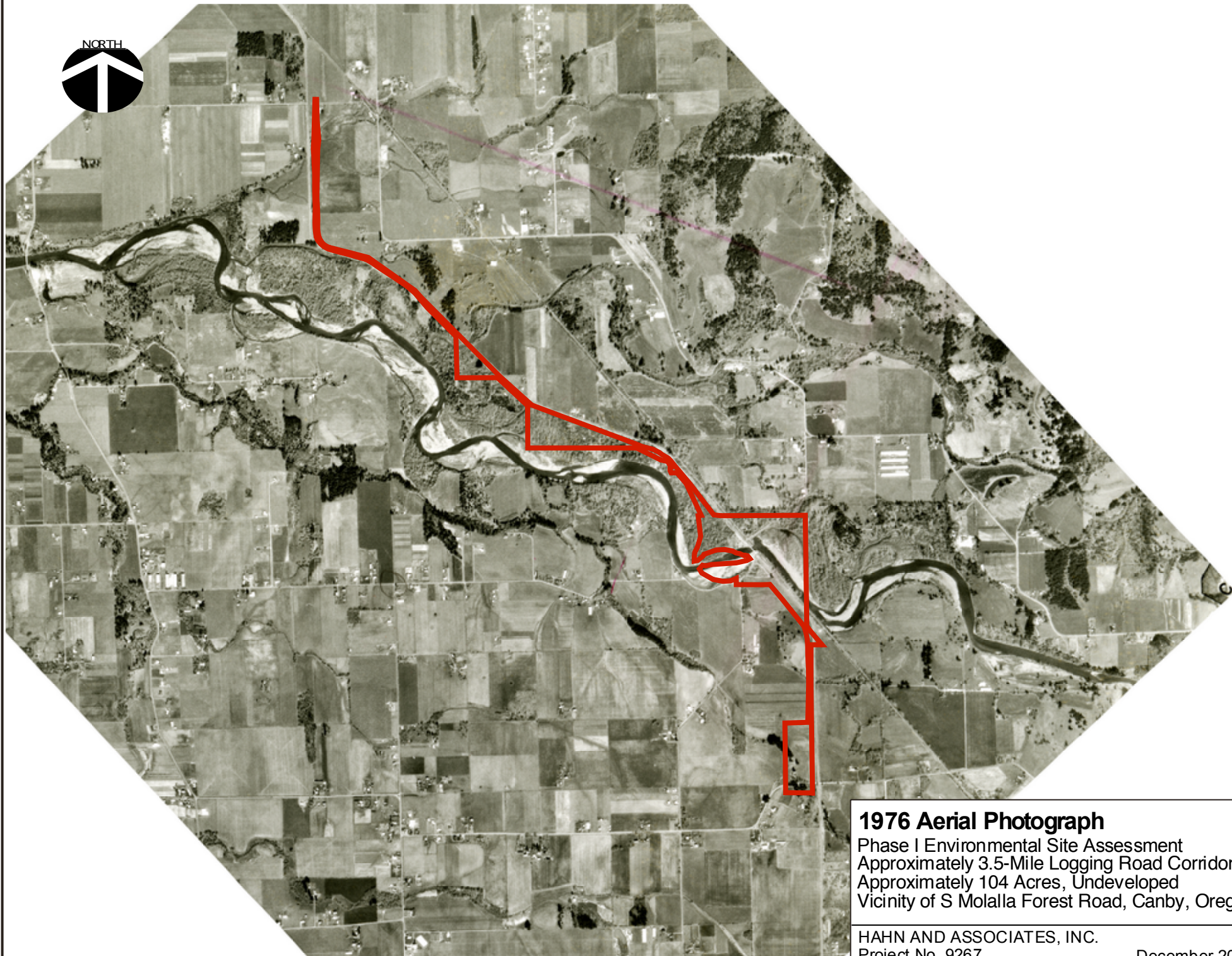


2017 Aerial Photograph

Phase I Environmental Site Assessment
Approximately 3.5-Mile Logging Road Corridor
Approximately 104 Acres, Undeveloped
Vicinity of S Molalla Forest Road, Canby, Oregon

HAHN AND ASSOCIATES, INC.
Project No. 9267

December 2017



1976 Aerial Photograph

Phase I Environmental Site Assessment
Approximately 3.5-Mile Logging Road Corridor
Approximately 104 Acres, Undeveloped
Vicinity of S Molalla Forest Road, Canby, Oregon

HAHN AND ASSOCIATES, INC.
Project No. 9267

December 2017



1944 Aerial Photograph

Phase I Environmental Site Assessment
Approximately 3.5-Mile Logging Road Corridor
Approximately 104 Acres, Undeveloped
Vicinity of S Molalla Forest Road, Canby, Oregon

HAHN AND ASSOCIATES, INC.
Project No. 9267

December 2017

Appendix A
Services Agreement

HAHN AND ASSOCIATES, INC.

CCB#71414

SERVICES AGREEMENT

Agreement No. 9267

November 29, 2017

BY AND HAHN AND ASSOCIATES, INC. ("HAI")
BETWEEN 434 NW 6th Avenue, Suite 203
Portland, Oregon 97209-3651

AND: CITY OF CANBY ("Client")
222 NE 2nd Avenue
Canby, Oregon 97013

HAI agrees to provide services and Client agrees to purchase services as follows:

A. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

1. HAI will conduct a review and inspection of the approximately 3.5-mile abandoned logging road corridor (approximately 104 acres, undeveloped) located in the vicinity of S Molalla Forest Road, Canby, Oregon. The review and inspection activities will meet the requirements of the American Society for Testing and Materials (ASTM) standard E 1527-13 entitled *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, as detailed in the attached *Scope of Work for Phase I Environmental Site Assessments* (SOW). Further, unless otherwise directed and as appropriate, HAI may include recommendations in the report to address any identified *Recognized Environmental Conditions* (RECs).

Unless specifically noted herein, the review and inspection activities will not include items that are outside the scope of ASTM standard E1527-13 ("non-scope considerations"). Non-scope considerations include, but are not limited to, the interpretation of geological or hydrogeological information, issues related to lead-based paint, lead in drinking water, electromagnetic frequencies, cultural and/or historic resources, indoor air quality (e.g. vapor intrusion), fungi (e.g. mold), radon, wetlands, ecological resources, endangered species, and the National Environmental Policy Act (NEPA). Additional non-scope considerations also include surveys for asbestos or vapor encroachment conditions (ASTM E2600-10), imported fill materials, health and safety, industrial hygiene, geotechnical features, and regulatory compliance, or a determination of the suitability of a property or its structures for any purpose.

NOTE: the preceding list of non-scope considerations is not intended to be all-inclusive. Further, no implication is intended as to the relative importance of inquiry into such non-scope considerations.

2. Upon completion of the Services or the earlier termination of this agreement, HAI shall prepare a written report documenting the Services performed, which will include copies of all laboratory analyses that are performed, if any.

3. Performance of the Services commenced on November 29, 2017 and shall be diligently continued until completed.

B. COMPENSATION

All Services shall be compensated in accordance with the terms and conditions of the attached General Terms and Conditions. The total cost to complete the indicated work, on a Flat Fee basis, will be \$3,500, which shall be the limit of HAI's liability for the work.

If requested by the Client or their agent(s) to be provided, the following will be billed on a Time and Materials (T&M) basis in addition to the Flat Fee:

- Title Report including the required search for recorded environmental liens and activity and use limitations (AULs)
- Report Revisions or Amendments after the report is submitted, and as a result of information not available to HAI during the project
- Surrounding Regulatory Sites, additional research beyond the scope of the Phase I ESA, such as agency file review

C. SPECIAL PROVISIONS

None

D. STANDARD TERMS AND CONDITIONS

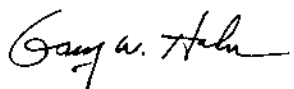
All the terms and conditions in the attached General Terms and Conditions and any attached exhibits and schedules are incorporated into this Agreement by this reference.

HAHN AND ASSOCIATES, INC.

CITY OF CANBY

By

By



Gary W. Hahn

Printed Name Richard W. Robinson

President

Title City Administrator

November 29, 2017

Date 11-29-2017

(HAI 01/15)

HAHN AND ASSOCIATES, INC.
SERVICES AGREEMENT
AGREEMENT NO. 9267

GENERAL TERMS AND CONDITIONS

1. Services Defined. Hahn and Associates, Inc. (HAI) shall perform services for Client according to the scope of work and performance schedule described in Paragraph A of this Agreement (the "Services").

2. Changes to Services. The scope of work may be changed only by mutual agreement of the parties. If either party desires to change the scope of the Services or the performance schedule, the party desiring such a change shall submit a Change Order to the other party for approval pursuant to this section. A Change Order shall describe the desired change and the reason for the change. Upon execution by, and delivery to, both parties of duplicate originals of the Change Order, it shall become an amendment to this Agreement. In circumstances when both parties desire to enter into a Change Order before a written Change Order can be prepared and executed, the parties may proceed on the basis of a verbal or e-mail Change Order agreed to by both parties and to be documented in writing at the earliest time practicable.

3. Charges and Payment.

3.1 Client shall pay for all Services at the rates set forth in Paragraph B of this Agreement.

3.2 Client agrees to pay HAI for all expenses related to the Services, which expenses may include, without limitation; travel (including local travel), meals and lodging expenses; expenses for reproductions, deliveries, supplies, equipment rental, taxes and freight; and subcontractor charges. All such expenses shall be billed to Client at HAI's cost plus 15 percent.

3.3 Invoices will be submitted once per month. All invoices shall be past due 30 days after the date of the invoice. HAI may assess to Client a late-payment charge for any invoiced amount not paid within 30 days after the date of the invoice, which charge shall be equal to 1.5 percent per month (but not exceeding the maximum allowable by law) of the unpaid amount from the date of the invoice until paid. Such late-payment charge shall be in addition to, and not in lieu of, any other rights and remedies HAI may have under applicable laws or this Agreement.

3.4 In the event of a dispute to a billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. Client will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

4. Duration of Agreement and Termination.

4.1 This Agreement shall commence on the date it is executed by both parties and shall continue in effect until the Services have been performed and all payments received, unless sooner terminated by either party, with or without cause, by seven days written notice to the other. In the event the Services have been commenced prior to the execution of this Agreement, this Agreement shall be effective retroactively to the date the Services were commenced.

4.2 Upon termination of this Agreement, HAI shall prepare a final invoice for all Services performed to the date of termination, and Client shall pay such invoice pursuant to the terms of Section 2 above. If such termination is at the request of Client or is at the request

of HAI because of Client's default, HAI may assess Client a termination charge for fees and expenses HAI incurs to effect the termination, which may include, without limitation, the cost of irretrievably committed resources, completion of documentation HAI considers necessary to protect its professional reputation, un-recovered proposal and presentation costs and administrative and overhead costs.

5. Warranty and Limitations of Liability

5.1 HAI warrants that the Services shall satisfy the standards of care, skill and diligence ordinarily provided by a professional in the performance of similar services as of the time HAI performs the Services. This warranty is in lieu of and excludes all other warranties, whether express or implied, by operation of law or otherwise. No other warranties or representation, either express or implied, is included or intended in any of HAI's brochures, proposals or reports. Environmental investigations are not exhaustive and uncertainty cannot be eliminated.

5.2 HAI's liability with respect to this Agreement or the performance of the Services shall not exceed the lesser of \$25,000 or the total amount paid by Client for Services under this Agreement. HAI shall not be liable for any incidental, consequential or special damages. These limitations shall apply to any liability of HAI, whether arising under contract, tort or any other legal or equitable theory.

5.3 No action relating to Services performed under this Agreement may be brought by either party more than one year after the date such Services are performed, except that an action for nonpayment may be brought within two years of the date of the last payment.

6. Indemnity. Client shall defend, indemnify and hold harmless HAI and its officers, directors, employees, subcontractors and agents against and from any and all causes of action, suits, demands, costs, claims, damages, losses, liability, fines and expenses, direct or indirect, (including but not limited to attorney's fees at trial and on any appeal or petition for review) (collectively "Claims") for, or on account of, personal injury, illness or death, property damage or governmental order, relating to the Services and arising out of or attributable to any hazardous or toxic substance, waste or material or any other pollutant or contaminant. To the fullest extent permitted by law, this subsection shall apply regardless of the fault, negligence, breach of warranty or contract, or strict liability of HAI, except to the extent of HAI's gross negligence or willful misconduct.

7. Samples; Wastes. Any soil, water and other samples shall be collected by HAI as agent for Client, and Client shall be deemed the sample collector under 40 CFR Section 261.4(d). Any wastes (including without limitation, samples, drill cuttings, produced water, excavated material, and contaminated equipment and materials) generated in connection with the Services shall be deemed generated by Client, and Client shall be responsible for the proper disposal of such wastes, unless such disposal is specifically included in the description of the Services. Unless Client and HAI otherwise agree in writing, HAI may return all such wastes to Client at Client's expense, and Client shall reimburse HAI for the cost of all equipment or materials that become contaminated and must be disposed.

8. Hazardous Substances. Client represents and warrants that it has informed HAI in writing of any hazardous substances Client knows or suspects are

present on the property to be addressed by the Services. 13. Client agrees that HAI shall have no responsibility for any hazardous substances present on such property.

9. Responsibility for Access and Information. Client shall secure for HAI the right of access to the property upon which or for which the services are to be performed and shall provide HAI with copies of all plans, environmental records and reports, and other information and documentation in its possession that may be relevant to the performance of the Services. Client assumes responsibility for all personal injury, death and property damage that may be caused by HAI's interference with subterranean structures, utilities, tanks, wastes or conditions not accurately shown on plans provided by Client or otherwise not accurately located by written notice to HAI, unless such interference is caused by the gross negligence or willful misconduct of HAI. Client acknowledges that the nature of the Services will involve some damage or destruction of property, and that HAI shall have no responsibility or liability with respect to such damage or destruction, except to the extent caused by the gross negligence or willful misconduct of HAI.

10. Ownership of Documents. All designs, drawings, specifications, notes, data, report reproductions and other work developed by HAI shall remain HAI's property. HAI will retain all pertinent summaries and reports relating to the services performed for a period of at least two years following submission of the report, during which period the records will be made available to Client at all reasonable times. HAI reserves the right to discard at any time field notes, laboratory test sheets, calculation sheets, etc.

11. Confidentiality.

11.1 Any information disclosed under this Agreement that either party wishes to keep confidential ("Confidential Information") shall be clearly labeled and identified as Confidential Information by the disclosing party at the time of disclosure. At Client's written request, any documents, materials, information or reports collected or generated by HAI in connection with the Services shall be treated as Confidential Information.

11.2 Each party shall handle Confidential Information received from the other party in the same manner as the receiving party handles its own Confidential Information. Disclosure of Confidential Information shall be restricted to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services.

11.3 Neither party shall be liable for disclosure or use of Confidential Information which: (1) was known by the receiving party at the time of the disclosure due to circumstances or events unrelated to this Agreement; (2) is already part of the public domain; (3) is disclosed with the prior written approval of the disclosing party; (4) is required to be released by law or court order.

12. Conflict of Interest. Client acknowledges that HAI provides similar services for a broad range of other clients and agrees that HAI shall be free to work for other clients in matters that do not directly relate to the specific facts or circumstances for which the Services are provided by HAI to Client under this Agreement. In providing services for other clients, HAI will not use any Confidential information of Client without Client's consent.

13. Use of Work Product for Issuance or Sale of a Security. Under no circumstances is the Client or anyone acting through, with, or on behalf of the Client, permitted to use any work product of HAI (or its employees or subconsultants under this Agreement) in connection with any sale or offering for sale of securities, including, without limitation, stock, bonds, notes, or any other instruments or transactions which call for investments, loans, or other transfers of money to Client without HAI's prior written authorization.

14. General.

14.1 HAI shall have the right to engage subcontractors (including corporations affiliated with or related to HAI) to assist it in the performance of the Services. HAI reserves the right to change at its sole discretion the personnel it assigns to the performance of the Services.

14.2 No party to this Agreement shall be considered in default in the performance of its obligations under this Agreement, except with respect to the obligations to make payments pursuant to Sections 2 and 5, to the extent that the performance of any such obligation is prevented or delayed by acts of God or a public enemy, restraints of the government, strikes or any causes of any nature, whether similar or dissimilar to the causes listed, that could not with reasonable diligence be controlled or prevented by the party whose performance is prevented or delayed.

14.3 In making and performing this Agreement, the parties are independent contractors, and at no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party without prior written consent.

14.4 All notices and payments under this Agreement shall be personally delivered or sent by first-class mail, postage prepaid, addressed to the other party at the address set forth above or as otherwise designated in writing to the other party. All notices shall be in writing. Notices shall be deemed given when received and shall be deemed received when personally delivered or 48 hours after they are postmarked, if sent by mail.

14.5 If in any judicial proceeding a court shall refuse to enforce all the provisions of this Agreement, the scope of any unenforceable provision shall be deemed modified and diminished to the extent necessary to render such provision valid and enforceable. In any event, the validity or enforceability of any such provision shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such provision had not been included.

14.6 This Agreement and any referenced attachments, exhibits or schedules (which are incorporated herein by this reference) are the entire agreement between the parties and supersede all previous agreements or understandings between them. This Agreement may be modified only in writing, signed by both parties, except as described in Section 2 above.

14.7 Waiver by either party of any breach of this Agreement shall not be construed as a waiver of any other breach. The parties' remedies under this Agreement are not exclusive, but are in addition to all other remedies in favor of each party as provided in this Agreement or at law or equity.

14.8 If any suit or action is filed by any party to enforce or interpret a provision of this Agreement or otherwise with respect to the subject matter of this

Agreement, the prevailing party shall be entitled, in addition to other rights and remedies it may have, to reimbursement for its expenses incurred with respect to such suit or action, including court costs and reasonable attorneys' fees at trial, on appeal and in connection with any petition for review.

14.9 If HAI or any of its employees are subpoenaed or otherwise compelled by law to testify or produce documents in connection with the Services, Client agrees to compensate HAI for its staff time and expenses according to HAI's then current rates.

14.10 This Agreement gives no rights or benefits to parties other than HAI and Client and has no third party beneficiaries. All reports, recommendations and other documents prepared by HAI under this Agreement are intended solely for Client's use with respect to the property and matters specifically addressed by the Services. Any use by persons other than Client and any reuse by Client for purposes outside this Agreement shall be at the user's sole risk.

14.11 This Agreement shall be governed by and construed under the laws of the State of Oregon.

14.12 In the event that groundwater monitoring wells are to be installed, altered or abandoned, that work will be completed, if within the State of Oregon, in accordance with Oregon Groundwater Law (ORS Chapter 537) and the Rules for the Construction and Maintenance of Monitoring Wells and Other Holes in Oregon (OAR Chapter 690, Division 240).

14.13 As between Client and HAI, Client shall have the primary obligation, if any, to report to the appropriate governmental authorities the presence of contamination on the subject property. Client acknowledges, however, that HAI may be required by applicable laws to report to governmental authorities contamination of which it becomes aware during the performance of the Services. Before making any such reports, HAI will notify the Client and allow the Client at least 24 hours to make the report itself, to the extent such delay is consistent with any reporting obligations and the protection of human health, welfare and the environment.

(HAI 09/17)

HAHN AND ASSOCIATES, INC.

ENVIRONMENTAL CONSULTANTS

Assessment Investigation Remediation

November 28, 2017

Ms. Matilda Deas
City of Canby
222 NE 2nd Avenue
Canby, Oregon 97013

**SUBJECT: Proposal for Phase I Environmental Site Assessment, Approximately
3.5-Mile Abandoned Logging Road Corridor (Approximately 104 Acres,
Undeveloped), Vicinity of S Molalla Forest Road, Canby, Oregon**

Dear Ms. Deas:

At your request, Hahn and Associates, Inc. (HAI) has prepared this proposal and cost estimate for Phase I Environmental Site Assessment (ESA) activities at the above-referenced property. The purpose of a Phase I ESA is to identify environmental concerns that may present a potential liability to the current owner or to a prospective purchaser of the property. Environmental concerns identified in association with the property will be presented in the report as *Recognized Environmental Conditions* (RECs), that is the presence or likely presence of contamination resulting from hazardous materials, including petroleum products at the property. Further, unless otherwise directed and as appropriate, HAI will include recommendations in the report to address any identified RECs.

Scope of Work

It is proposed that the subject property be evaluated for environmental hazards and that the Phase I ESA report be prepared for the property in accordance with the ASTM standard (E1527-13) entitled *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The U.S. Environmental Protection Agency (EPA) has stated that ASTM E1527-13 may be used to comply with meeting the objectives and performance factors of 40 CFR Part 312 Standards for All Appropriate Inquiries, Final Rule (40 CFR 312.11) which became effective November 1, 2006. For more detail, refer to the attached *Scope of Work for Phase I Environmental Site Assessments* (SOW).

Additional Environmental Concerns / Non-Scope Considerations

Beyond the Phase I ESA work, there may be additional environmental concerns that are associated with a property which may contribute to environmental risk but which are outside of the scope of the Phase I ESA ("non-scope considerations"). Non-scope considerations may include, but are not limited to, surveys for asbestos, lead-based paint, drinking water quality, indoor air quality (e.g. vapor intrusion) (including radon and urea formaldehyde), fungi (e.g. mold), occupational health and safety, wetlands and other ecological resources, electromagnetic radiation, cultural and/or historic resources, and environmental regulatory compliance generally. The Phase I ESA work activities also do not include surface or subsurface investigations, including sampling and analyses, which would be necessary to determine the actual presence of contamination

on or beneath a property. However, these environmental risk issues can be addressed separately and in addition to the Phase I ESA, at the request of the Client.

NOTE that no implication is intended as to the relative importance of inquiry into such non-scope considerations, and that the preceding list of non-scope considerations is not intended to be all-inclusive.

Fee

The indicated Phase I ESA work can be completed for a flat fee of **\$3,500**, which includes a Reliance Letter, if requested. This fee assumes the following

- Title Report (current within the past six months) will be provided to HAI that will include the required search for recorded environmental liens and activity and use limitations (AULs). Upon request, HAI can obtain this information at a cost in addition to the flat fee
- Report Revisions or Amendments after the report is submitted, and as a result of information not available to HAI during the project, will be charged on a time and materials (T&M) basis in addition to the flat fee
- Surrounding Regulatory Sites, if any, may be noted in the report as a Recognized Environmental Condition, which may require additional research beyond the scope of the Phase I ESA

Schedule

The Phase I ESA report can be completed within approximately 10 business days of the authorization to proceed, depending upon HAI's workload at the time of assignment. One (1) electronic copy (PDF) will be provided.

If the project is authorized and subsequently cancelled before the submission of the final report, there will be a minimum charge of \$500, and up to the full fee amount, depending on the accrued fees and expenses.

This proposal is valid for thirty (30) days from the date of this letter. At your direction, HAI is ready to proceed with the indicated work activity. If there are any comments or questions, please contact either the undersigned or Mr. Rob Ede, R.G., Principal (robe@hahnenv.com), of our staff. Thank you for the opportunity to present this information.

Sincerely,



Nora Eskes, E.P.
Sr. Associate

norae@hahnenv.com

**SCOPE OF WORK FOR
PHASE I ENVIRONMENTAL SITE ASSESSMENTS**

(08/17)

Purpose

The purpose of a Phase I Environmental Site Assessment (ESA) is to identify potential *Recognized Environmental Conditions* (RECs) that could present a liability to a property owner or to a prospective purchaser of the property. The historical and current uses of a property are researched to evaluate the need for further work.

Potential RECs that may be identified during the Phase I ESA include:

- Known or suspect areas of Hazardous Substances usage
- Hazardous and non-Hazardous Waste disposal
- Evidence of Underground Storage Tanks (USTs) (current or historical)
- Evidence of Polychlorinated Biphenyls (PCBs)
- Historical practices that could result in Environmental Liability
- Areas of Potential Contamination

National Standard

The task items noted below have been designed to follow the American Society for Testing and Materials (ASTM) guideline (E1527-13) entitled *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, and to meet the requirements of the federal *All Appropriate Inquiries* (AAI) rule. **NOTE:** for the purposes of Landowner Liability Protections under federal law, the Phase I ESA report is valid for a period of 180 days. For extended viability beyond 180 days, the report may be updated within one year of the initial assessment.

Report

The product of the Phase I ESA will be a written report containing maps, diagrams, photographs and descriptions of environmental conditions encountered during the Phase I ESA, along with any RECs.

TASK 1 RECORDS REVIEW

Internal File Review – Pertinent Client and/or tenant records, if any and as made available, will be reviewed. In particular, the following types of records will be requested for review:

- Construction Plans
- Material Safety Data Sheets (MSDSs)
- Asbestos Surveys
- Hazardous Substance Usage, Release and Remediation Reports
- Prior ESAs: Information from prior ESAs (I and II) may be used
- Environmental Regulatory Permits
- Waste Characterization / Disposal Records
- Geotechnical Studies

Physical Setting / Environmental Condition Sources — Documentation pertaining to the physical or environmental conditions on the property will be reviewed, as available from the U.S. Geological Survey (USGS), the Army Corps of Engineers, and/or city and county agencies.

Historical Review — A historical background search will be conducted, including a review of the readily available data on historical land use practices at the property and the surrounding area. Common sources that may be used, if readily available, include but are not limited to:

- Facility construction plans
- Land ownership maps/land use records/building permits and plans/tax record files
- Historical aerial photographs/historical topographic maps
- Records regarding UST installation or decommissioning, in particular Fire department records

HAHN AND ASSOCIATES, INC.

Agency File Review — Readily available records at local municipal agencies and/or the local office of the state environmental agency will be reviewed, as needed, to identify inspections, permits, notifications, orders or penalties for the property.

Regulatory Database Review — Federal, state and tribal environmental databases will be reviewed for facilities listed within the ASTM-prescribed radius (1.0 mile or less) of the subject property:

- Federal National Priority List (NPL) and Delisted NPL sites lists
- Federal Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) lists
- Federal Resource Conservation Recovery Act (RCRA) list of Treatment, Storage, and Disposal (TSD) Facilities subject to corrective action under RCRA (CORRACTS)
- Federal RCRA non-CORRACTS TSD facilities and RCRA generators lists
- Federal Emergency Response Notification System (ERNS) list
- State/Tribal-equivalent NPL and CERCLIS lists; landfill/solid waste disposal sites list; Leaking Underground Storage Tank (LUST) list; registered UST list

TASK 2 SITE RECONNAISSANCE

A site reconnaissance will be conducted to identify visual indications of past or present activities which could pose a risk of contamination. The site reconnaissance will include the following:

- A physical site visit (walk-through) to identify potential on-site sources of contamination
- Visual observations of evidence of USTs, suspected PCB-contaminated equipment, waste disposal areas, surface water drainages, and potential Hazardous Substance contamination
- Review of appropriate land use maps to identify known contaminated areas and USTs in the surrounding area
- Identification of potential off-site sources of contamination from surrounding land uses
- Photography of environmental features of the property, for inclusion in the report
- Visual observations of potential Underground Injection Controls (UICs)
- Visual observations of suspect asbestos-containing materials (ACMs) at the property

TASK 3 INTERVIEWS

As available, individuals likely to have knowledge of the current and/or historical operational practices at the property will be interviewed. Such knowledgeable individuals may include some or all of the following:

- Client or "User" of the Phase I ESA
- Government Agency Personnel
- Current / Historical Owners, Tenant(s), Neighbors

TASK 4 REPORT PREPARATION

A comprehensive report will be prepared upon completion of the Site Reconnaissance, Records Review, and Interview task items. The report will serve as a consolidated gathering of the data that was obtained, and will detail the resultant findings and conclusions.

EXCLUSIONS

Unless otherwise specified or requested by the Client, the Phase I ESA activities will not include additional environmental concerns that are outside of the scope of the Phase I ESA ("non-scope considerations"). No implication is intended as to the relative importance of inquiry into such non-scope considerations, and the following list of non-scope considerations is not intended to be all-inclusive:

- Interpretation of geological or hydrogeological information
- Asbestos, lead-based paint, lead in drinking water, indoor air quality, fungi (e.g. mold), industrial hygiene, health and safety issues, electromagnetic radiation, radon, geotechnical or wetland surveys
- Identification of non-native materials or imported fill on a property, unless identified via interviews, the records review, or site visit
- Regulatory compliance assessment with respect to subject property activities
- Cultural and/or Historical resources, endangered species, or National Environmental Policy Act (NEPA) issues
- Chain of Title or Title Report, nor a determination of the suitability of a property or its structures for any purpose

Appendix B

Oregon Water Resources Department Water Well Log Report

[illegible]

Appendix C
User Questionnaire

PHASE I ENVIRONMENTAL SITE ASSESSMENT USER QUESTIONNAIRE

(Required by ASTM E1527-13)

Property: 3.5-Mile Abandoned Logging Road Corridor, Vicinity of S Mollala Forest Road,
Canby, Oregon

HAI Project No. 9267

The party who will be the *User* of the Phase I ESA should provide the following information, if available. Failure to do so could result in a determination that "All Appropriate Inquiry" is not complete, thereby putting your Landowner Liability Protections at risk. Accordingly, please fill in this form to the best of your ability. Explain any Yes answers to 6b, 7b, 8b, 9, 10a, b, c or d, and 11 on a separate sheet of paper. Then sign this form and return it to HAI along with copies of any of the available documents or information. This form will be made a part of the completed Phase I ESA Report to be prepared by Hahn and Associates, Inc.

Documents Provided to HAI?

Yes	No	Un-known		Yes	No
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	1. Existence / location of water wells, fill material, drywells, sumps, pits, or drainage systems	<input type="radio"/>	<input checked="" type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	2. Building plans (architectural, mechanical, utility, plumbing)	<input type="radio"/>	<input checked="" type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	3. Description of current site operations, including site plans or sketches	<input type="radio"/>	<input checked="" type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	4. Tax Assessor records (previous owner and occupants)	<input type="radio"/>	<input type="radio"/>
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	5. Title Report or Preliminary Title Report (which may include a search for recorded liens and <i>Activity and Land Use Limitations</i> (AULs)), and/or Chain Of Title	<input checked="" type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	6. a) Environmental Cleanup Liens: Has a search for environmental cleanup liens filed under federal, tribal, state, or local law been conducted by a <i>title company</i> or <i>professional</i> ?	<input type="radio"/>	<input checked="" type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	6. b) Are you aware of any such liens encumbering the property?	<input type="radio"/>	<input checked="" type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	7. a) Activity and Land Use Limitations (AULs): Has a search for recorded AULs been conducted by a <i>title company</i> or <i>professional</i> ? AULs may include engineering controls, land use restrictions or institutional controls in place at the property and/or filed or recorded in a registry under federal, tribal, state or local law.	<input type="radio"/>	<input checked="" type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	7. b) Are you aware of any AULs in connection with the property?	<input type="radio"/>	<input checked="" type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	8. a) Fair Market Value: Does the purchase price for this property reasonably reflect the fair market value of the property? <u>land donation</u>	<input type="radio"/>	<input checked="" type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	8. b) If not, does the lower purchase price reflect known or suspected contamination to be present at the property?	<input type="radio"/>	<input checked="" type="radio"/>
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	9. Specialized Knowledge: As the User of this ESA, do you have any specialized knowledge or experience related to the property or nearby property? For example, if you have been a tenant of the property or have been involved in the same line of business as the current or former occupant(s) you may have specialized knowledge of the chemicals and/or processes used at the property.	<input type="radio"/>	<input checked="" type="radio"/>
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	10. Common Knowledge: Are you aware of commonly known or reasonably ascertainable information about the property that would help to identify conditions indicative of releases or threatened releases? For example, do you know (a) The historical uses of the property? <u>logging rd; access drive for adjoining property</u> * (b) Of specific chemicals that are present or once were present at the property? * (c) Of spills or other chemical releases that have taken place at the property? * (d) Of any environmental cleanups that have taken place at the property? *	<input type="radio"/>	<input checked="" type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	11. Obvious Indicators: Based on your knowledge of the property, are there any obvious indicators, such as spills, stains, releases, cleanups, etc., that point to the presence or likely presence of contamination at or near the property? *	<input type="radio"/>	<input checked="" type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	12. Information concerning any pending, threatened, or past litigation or administrative proceedings relevant to hazardous substances or petroleum products	<input type="radio"/>	<input checked="" type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	13. Notices from any governmental entity regarding possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products	<input type="radio"/>	<input checked="" type="radio"/>

*Please explain any Yes answer on a separate sheet of paper

PHASE I ENVIRONMENTAL SITE ASSESSMENT USER QUESTIONNAIRE

(Required by ASTM E1527-13)

Property: 3.5-Mile Abandoned Logging Road Corridor, Vicinity of S Mollala Forest Road,
Canby, Oregon

HAI Project No. 9267

14. Are you aware of any documents that may be pertinent to this ESA? Yes ☐ No ☒

Please check the Yes column for all that apply, then check Copy column for any known documents for which copies are available. Please provide available copies to HAI:

	Yes Copy			Yes Copy	
Prior Environmental Site Assessments (ESAs)	<input type="checkbox"/>	<input type="checkbox"/>	Hazardous Waste Generator Notices or Reports	<input type="checkbox"/>	<input type="checkbox"/>
Regulatory Agency Documents/Correspondence	<input type="checkbox"/>	<input type="checkbox"/>	Material Safety Data Sheets	<input type="checkbox"/>	<input type="checkbox"/>
Environmental Registrations/Permits for:	<input type="checkbox"/>	<input type="checkbox"/>	Community Right-To-Know Plans	<input type="checkbox"/>	<input type="checkbox"/>
Underground / Above-Ground Storage Tanks	<input type="checkbox"/>	<input type="checkbox"/>	Site Safety Plans	<input type="checkbox"/>	<input type="checkbox"/>
Solid Waste Disposal	<input type="checkbox"/>	<input type="checkbox"/>	Spill Prevention Plans	<input type="checkbox"/>	<input type="checkbox"/>
Hazardous Waste Disposal	<input type="checkbox"/>	<input type="checkbox"/>	Spill Control / Countermeasure Plans	<input type="checkbox"/>	<input type="checkbox"/>
Wastewater	<input type="checkbox"/>	<input type="checkbox"/>	Geotechnical Reports	<input type="checkbox"/>	<input type="checkbox"/>
NPDES	<input type="checkbox"/>	<input type="checkbox"/>	Hydrogeologic Reports	<input type="checkbox"/>	<input type="checkbox"/>
Stormwater	<input type="checkbox"/>	<input type="checkbox"/>	Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>
Drywell/UIC	<input type="checkbox"/>	<input type="checkbox"/>			

15. What type of Property Transaction are you having this ESA performed for?

A. ☐ Purchase of Property C. ☐ Exchange of Property E. ☐ Construction Loan
B. ☐ Sale of property D. ☐ Refinance F. ☒ Other (Specify) land donation

16. What is the Reason for performing this ESA? (Check all that apply)

A. ☒ Due Diligence purposes in support of Landowner Liability Protections under CERCLA (i.e., Innocent Landowner, Bona Fide Prospective Purchaser, or Contiguous Owner Defenses)

NOTE: to qualify for any one of the CERCLA defenses, a *title company* or *title professional* must be engaged to conduct the required search for environmental cleanup liens and AULs.

B. ☐ Business Risk C. ☐ Other (Specify) _____

17. What is/are the complete and correct address(es) and/or Tax Identification Number(s) of this property, e.g., Map and Tax Lot(s)? If available, please provide a map showing the property boundaries.

These are in the title report

18. Are there any additional required scopes of service that apply to this ESA, e.g., additional Lender requirements beyond ASTM Standard Practice E 1527-13, or additional services required by a Buyer, Seller, etc.?

19. Are there any Lenders who will rely on this ESA? If so, please provide Lender Name(s):

20. Please provide the name and contact information (telephone, email, fax, etc.) for the Site Contact:

Nancy L Traverso

21. Are there any special Terms and Conditions which must be agreed upon by the Environmental Professional (E.P.)?

I have reviewed the above list and where noted have or will provide copies of existing documents and information.

Matilda Deas
Signature

11.29.2017

Date

Matilda Deas
Printed Name

City of Canby
Company Name/Firm (if applicable)

Appendix D

Preliminary Title Report



PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Ticor Title Company of Oregon hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a/an Florida corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

A handwritten signature in black ink, appearing to read 'Maggie Metcalfe', written over a horizontal line.



111 SW Columbia St., Ste 1000, Portland, OR 97201
(503)242-1210 FAX (503)242-0770

PRELIMINARY REPORT

ESCROW OFFICER: Candice Weischedel
Candice.Weischedel@TicorTitle.com
503-219-1112

ORDER NO.: 36261705570

TITLE OFFICER: Mark Davison

TO: Ticor Title Company of Oregon
111 SW Columbia St., Ste 1000
Portland, OR 97201

ESCROW LICENSE NO.: EA850600240

OWNER/SELLER: Island Park Co., an Oregon corporation

BUYER/BORROWER: City of Canby

PROPERTY ADDRESS: No Site address, Canby, OR 97013

EFFECTIVE DATE: September 27, 2017, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	<u>AMOUNT</u>	<u>PREMIUM</u>
	\$ 201,503.00	\$ 705.00
Additional Work Charge		\$ 500.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Island Park Co., an Oregon corporation

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF CLACKAMAS, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

Clackamas County, Oregon

The following described parcels in Sections 3, 10, 11, 12 and 13 of Township 4 South, Range 1 East of the Willamette Meridian in Clackamas County, Oregon:

Parcel A:

That certain tract of real property as described in that Warranty Deed recorded on October 20, 1943 in Book 315 at Page 196 of Clackamas County Deed Records and further described as follows:

A strip of land of varying width in the Southeast 1/4 of Section 3 in Township 4 South, Range 1 East, Willamette Meridian, described as follows:

Beginning at the Northeast corner of the Northwest 1/4 Southeast 1/4 of said Section 3; thence South 0° 16' West along the East line of said Northwest 1/4 Southeast 1/4 a distance of 153.72 feet to a point; thence South 2° 49' East a distance of 651.00 feet to a point; thence South 3° 36' West a distance of 520.90 feet to a point; thence North 89° 48' West a distance of 4.66 feet to the Southwest corner of the Northwest 1/4 Southeast 1/4; thence South 0° 16' West along the East line of the Southwest 1/4 Southeast 1/4 of said Section 3 a distance of 1323.75 feet to the Southeast corner of said Southwest 1/4 Southeast 1/4; thence North 89° 50' West along the South line of said Southwest 1/4 Southeast 1/4 a distance of 40.00 feet to a point on said South line; thence North 0° 16' East a distance of 1243.78 feet to a point; thence North 2° 45' West a distance of 450.60 feet to a point; thence North 3° 36' East a distance of 150.30 feet to a point; thence North 0° 16' East a distance of 250.00 feet to a point; thence North 2° 27' East a distance of 400.30 feet to a point; thence North 0° 16' East a distance of 153.72 feet to a point on the North line of said Northwest 1/4 Southeast 1/4; thence South 89° 47' East along said North line a distance of 40.00 feet to the point of beginning.

Parcel B:

That certain tract of real property as described in that Warranty Deed recorded on June 16, 1945 in Book 345 at Page 730 of Clackamas County Deed Records and further described as follows:

A strip of land varying in width, in all cases measured at right angles to the following described centerline across the Southeast 1/4 Southeast 1/4 of Section 3 and the Northeast 1/4 Northeast 1/4 of Section 10 in Township 4 South, Range 1 East, Willamette Meridian:

Beginning at a point on curve on the West line of the Southeast 1/4 Southeast 1/4 of said Section 3, which point of beginning is North 0° 16' East a distance of 97.95 feet from the Southwest corner of said Southeast 1/4 Southeast 1/4; thence along the centerline of a strip of land 40 feet in width, being 20 feet on each side of said centerline, following a 15° curve to the left through a central angle of 67° 55' a distance of 329.09 feet; thence South 67° 39' East a distance of 15.47 feet; thence along a 10° curve to the left through a central angle of 8° 04' a distance of 80.67 feet; thence South 75° 43' East a distance of 567.56 feet; thence along a 10° curve to the right through a central angle of 20° 04' a distance of 116.17 feet to a point on said 10° curve, which point terminates said 40 foot strip of land and is the beginning of a strip of land 66 feet in width, being 33 feet on each side of said centerline; thence along said 10° curve a distance of 84.33 feet; thence South 55° 39' East a distance of 351.15 feet to the point of termination on the East boundary line of said Section 10, said termination point being South 0° 00' 30" West a distance of 581.10 feet from the Northeast corner of said Section 10.

Parcel C:

That certain tract of real property as described in that Warranty Deed recorded November 8, 1943 in Book 316 at Page 149 of Clackamas County Deed Records and further described as follows:

EXHIBIT "A"
Legal Description

A strip of land, 66 feet in width, being 33 feet on either side of and measured at right angles to the following described centerline across the West 1/4 Northwest 1/4 of Section 11 of Township 4 South, Range 1 East, Willamette Meridian:

Beginning at a point on the East boundary line of said West 1/4 Northwest 1/4, which point of beginning is North 0° 10' West a distance of 798.59 feet from the Southeast corner of said West 1/4 Northwest 1/4; thence North 44° 50' West a distance of 1129.01 feet; thence along a 5° curve to the left through a central angle of 10° 49' a distance of 216.33 feet; thence North 55° 39' West a distance of 450.10 feet to the point of termination on the West boundary line of said West 1/4 Northwest 1/4, which point of termination is South 0° 00' 30" West a distance of 581.10 feet from the Northwest corner of said Section 11.

Parcel D:

That certain tract of real property as described in that Warranty Deed recorded October 14, 1943 in Book 314 at Page 661 of Clackamas County Deed Records and further described as follows:

A triangular shaped piece of land in the Southeast 1/4 Northwest 1/4 of Section 11 in Township 4 South, Range 1 East, Willamette Meridian, described as follows:

Beginning at a point on the South boundary line of said Southeast 1/4 Northwest 1/4, which point of beginning is North 89° 37' 30" West a distance of 490.60 feet from the Southeast corner of said Southeast 1/4 Northwest 1/4; thence North 89° 37' 30" West a distance of 841.67 feet to the Southwest corner of said Southeast 1/4 Northwest 1/4; thence North 0° 10' West along the West boundary line of said Southeast 1/4 Northwest 1/4 a distance of 845.53 feet; thence South 44° 50' East a distance of 1199.18 feet to the point of beginning.

Parcel E:

That certain tract of real property as described in that Warranty Deed recorded September 27, 1943 in Book 313 at Page 711 of Clackamas County Deed Records and further described as follows:

A strip of land 66 feet in width, being 33 feet on each side of the following described centerline across the Northeast 1/4 Southwest 1/4 of Section 11 in Township 4 South, Range 1 East, Willamette Meridian:

Beginning at a point which is North 89° 35' 30" West a distance of 537.43 feet from the Northeast corner of said Northeast 1/4 Southwest 1/4; thence South 44° 50' East a distance of 766.2 feet to a point which is South 0° 14' 30" East a distance of 540.99 feet from the Northeast corner of said Northeast 1/4 Southwest 1/4.

Parcel F:

That certain tract of real property as described in that Warranty Deed recorded October 8, 1943 in Book 314 at Page 427 of Clackamas County Deed Records and further described as follows:

Beginning at a point which is the Southeast corner of the Northwest 1/4 Southwest 1/4 of Section 11 of Township 4 South, Range 1 East of the Willamette Meridian; thence North 89° 44' 20" West a distance of 1327.75 feet to the Southwest corner of said Northwest 1/4 Southwest 1/4; thence North 0° 14' 30" West a distance of 825.53 feet; thence South 69° 03' East a distance of 1423.60 feet; thence South 0° 08' 30" East a distance of 322.20 feet to the point of beginning.

Parcel G:

EXHIBIT "A"
Legal Description

That certain tract of real property as described in that Bargain and Sale Deed recorded September 30, 1943 in Book 314 at Page 108 of Clackamas County Deed Records and further described as:

Beginning at a point which is the Southwest corner of the Northeast 1/4 Southwest 1/4 of Section 11 in Township 4 South, Range 1 East of the Willamette Meridian; thence North 0° 08' 30" West a distance of 322.20 feet; thence South 69° 45' East a distance of 940.98 feet; thence North 89° 44' 20" West a distance of 881.75 feet to the point of beginning.

Parcel H:

That certain tract of real property as described in that Warranty Deed recorded December 15, 1943 in Book 317 at Page 691 of Clackamas County Deed Records and further described as:

Tract 1:

Beginning at a point on the Section line between Sections 11 and 12 in Township 4 South, Range 1 East of the Willamette Meridian, which point is South 0° 02' 30" East a distance of 202.99 feet from the Northeast corner of the Southeast 1/4 Southeast 1/4 of said Section 11; thence South 0° 02' 30" East a distance of 74.25 feet; thence North 66° 20' West a distance of 697.92 feet; thence South 89° 44' 20" East a distance of 471.81 feet to the West boundary line of the right of way of the Portland, Eugene & Eastern Railway Company (now Southern Pacific Company); thence South 39° 27' 30" East along the said West boundary line a distance of 264 feet to the point of beginning.

Tract 2:

That part of the Southeast 1/4 Southeast 1/4 of Section 11 in Township 4 South, Range 1 East of the Willamette Meridian, lying and being East of the right-of-way of the Portland, Eugene & Eastern Railway Company (now Southern Pacific Company), consisting of a triangular-shaped piece of land, more particularly described as follows:

Beginning at the Northeast corner of said Southeast 1/4 Southeast 1/4; thence North 89° 44' 20" West a distance of 37.63 feet; thence South 39° 27' 30" East along the East boundary line of said right-of-way to a point which is South 0° 02' 30" East a distance of 47 feet, more or less, from the point of beginning; thence North 0° 02' 30" West a distance of 47 feet, more or less, to the point of beginning.

Parcel 1:

That certain tract of real property as described in that Warranty Deed recorded February 18, 1943 in Book 303 at Page 284 of Clackamas County Deed Records and further described as:

All that portion of the following described property lying South and West of the Southern Pacific Company's right-of-way:

Beginning at the Northeast corner of the South 1/4 Southwest 1/4 of Section 12 in Township 4 South, Range 1 East of the Willamette Meridian; thence West 160 rods to the West line of said Section 12; thence South 30 rods; thence East 160 rods to the quarter section line; thence North 30 rods to the place of beginning.

Parcel J:

That certain tract of real property as described in that Warranty Deed recorded August 7, 1945 in Book 349 at Page 232 of Clackamas County Deed Records and further described as:

EXHIBIT "A"

Legal Description

A tract of land situated in the Southwest 1/4 Southwest 1/4 of Section 12 in Township 4 South, Range 1 East of the Willamette Meridian, being more particularly described as follows:

Beginning at a point on the Southwesterly boundary line of the right-of-way of the Portland, Eugene & Eastern Railway Company (now Southern Pacific Company), which point of beginning is South 0° 02' 30" East a distance of 495.0 feet, as measured along the West boundary line of said Section 12 and South 89° 57' 30" East a distance of 240.29 feet from the Northwest corner of the Southwest 1/4 Southwest 1/4 of said Section 12; thence South 39° 27' 30" East along the said boundary line of said railroad right-of-way a distance of 110.10 feet; thence South 25° 10' 30" East a distance of 267.99 feet along the Westerly boundary line of a triangular parcel of land conveyed to the Ostrander Railway and Timber Company by the Southern Pacific Company, recorded April 15, 1943 in Book 305 at Page 617, Deed Records; thence North 39° 27' 30" West a distance of 423.77 feet parallel to, and measured 66.0 feet at right angles from, the said railroad right-of-way boundary line; thence South 89° 57' 30" East a distance of 85.67 feet to the point of beginning.

Parcel K:

That certain tract of real property as described in that Bargain and Sale Deed recorded April 15, 1943 in Book 305 at Page 617 of Clackamas County Deed Records and further described as:

Tract 3:

A triangular piece or parcel of land being a portion of the land now or formerly of Herman Miller and Mary J. Miller, his wife, in the Southwest 1/4 Southwest 1/4 of Section 12 in Township 4 South, Range 1 East of the Willamette Meridian, lying Southwesterly of the right-of-way of the Portland, Eugene & Eastern Railway Company, (now Southern Pacific Company) as it existed May 16, 1913, described as follows:

Commencing at the intersection of the South line of said Section 12 with the Southwesterly boundary line of said right-of-way, said point being 50 feet Southwesterly from and measured at right angles to the surveyed and located centerline of said right-of-way, and also North 88° 31' East, 906.8 feet, more or less, from the Southwest corner of said Section 12; thence South 88° 31' West along the South line of said Section 12, a distance of 259.2 feet, more or less, to a point 250 feet Southwesterly from and measured at right angles to said centerline; thence North 26° 42' West along a straight line a distance of 810.2 feet, more or less, to a point in the Southwesterly boundary line of said right-of-way line, said point being 50 feet Southwesterly from and measured at right angles to said centerline, said point also being North 40° 59' West a distance of 950.0 feet from the point of beginning; thence South 40° 59' East along said Southwesterly boundary line a distance of 950.0 feet to the point of beginning.

Tract 4:

An irregular tract of land in the North 1/2 Northwest 1/4 of Section 13 in Township 4 South, Range 1 East of the Willamette Meridian, lying on the Southwesterly side of and adjacent to right-of-way of the Portland, Eugene & Eastern Railway Company (now Southern Pacific Company) as it existed May 8, 1913, described as follows:

Beginning on the North line of said Section 13 at a point North 88° 31' East a distance of 906.8 feet, more or less, from the Northwest corner of said Section 13, said point being 50 feet Southwesterly from and measured at right angles to the surveyed and located centerline of said right-of-way; thence South 88° 31' West along the North line of said Section 13, a distance of 314.0 feet, more or less, to the Westerly Bank of the Molalla River; thence upstream on the Westerly and Southerly Bank of said river South 6° 54' East a distance of 377.75 feet; thence South 11° 16' West a distance of 195.75 feet; thence South 29° 57' West a distance of 101.6 feet; thence South 16° 39' West a distance of 115.8 feet; thence South 0° 40' East a distance of 133.4 feet; thence South 35° 04' East a distance of 247.00 feet; thence South 59° 17' East a distance of 246.00 feet; thence South 79° 19' East, a distance of 180.7 feet; thence North 88° 06' East a distance of 154.3 feet; thence North 70° 01' East a distance of

EXHIBIT "A"
Legal Description

214.0 feet; thence North 52° 21' E a distance of 408.0 feet, more or less, to the Southwesterly line of said right-of-way; thence North 40° 59' West along said right-of-way line and 50 feet from said centerline, a distance of 1244.9 feet, more or less, to the point of beginning.

Parcel L:

That certain tract of real property as described in that Warranty Deed recorded June 14, 1943 in Book 308 at Page 512 of Clackamas County Deed Records and further described as:

A strip of land, 100 feet in width, along and adjoining the West line of the Portland, Eugene & Eastern Railway Company (now Southern Pacific Company) right-of-way, extending from the South line of the Northeast 1/4 Northwest 1/4 of Section 13 in Township 4 South, Range 1 East of the Willamette Meridian, Northwesterly to the Southeast property line of the above described Parcel K Tract 4.

Parcel M:

That certain tract of real property as described in that Warranty Deed recorded August 9, 1943 in Book 311 at Page 354 of Clackamas County Deed Records and further described as:

All that land in the Northeast 1/4 Northwest 1/4 of Section 13 in Township 4 South, Range 1 East of the Willamette Meridian, lying South of the above described Parcel K Tract 4 and West of the above described Parcel L.

Parcel N:

That certain tract of real property as described in that Warranty Deed recorded September 8, 1943 in Book 313 at Page 73 of Clackamas County Deed Records and further described as:

Tract 5:

A strip of land 66 feet in width along and adjoining the Southwest property line of the Portland, Eugene & Eastern Railway Company (now Southern Pacific Company), and extending across the Southeast 1/4 Northwest 1/4 of Section 13 in Township A South, Range 1 East of the Willamette Meridian;

Tract 6:

A triangular-shaped tract of land, described as follows:

Beginning at the point of intersection of the Southwest boundary line of the above described Tract 5 with the East boundary line of the Southeast 1/4 Northwest 1/4 of Section 13 in Township 4 South, Range 1 East of the Willamette Meridian, which point is North a distance of 437.11 feet from the center of said Section 13; thence North 39° 27' 30" West along said Southwest boundary line a distance of 136.1 feet; thence South 24° 52' East a distance of 205.7 feet to the East line of said Southeast 1/4 Northwest 1/4; thence North along said East line a distance of 81.5 feet to the point of beginning.

Parcel O:

That certain tract of real property as described in that Bargain and Sale Deed Recorded in Book 358 at Page 92 of Clackamas County Deed Records and further described as:

A tract of land in Section 13 in Township 4 South, Range 1 East of the Willamette Meridian described as follows:

EXHIBIT "A"

Legal Description

Beginning at the center of said Section 13; thence East along the East-West centerline of said Section 13 a distance of 66.0 feet; thence North a distance of 191.7 feet; thence East a distance of 219.0 feet to the Southwest boundary line of the right-of-way of the Portland, Eugene and Eastern Railway Company (now Southern Pacific Company); thence North 39° 27' 30" West along said boundary line to the intersection of said boundary line with the North-South centerline of said Section 13; thence South along said North-South centerline a distance of 355.6 feet to the point of beginning.

Parcel P:

That certain tract of real property as described in that Warranty Deed recorded June 22, 1943 in Book 309 at Page 49 of Clackamas County Deed Records and further described as:

Beginning at the center of Section 13 in Township 4 South, Range 1 East of the Willamette Meridian; thence running East along the quarter section line a distance of 66.0 feet; thence South a distance of 773.8 feet to a point; thence West a distance of 66.0 feet to the quarter section line running North and South through said Section 13; thence North 773.8 feet to the place of beginning.

Parcel Q:

That certain tract of real property as described in that Warranty Deed recorded June 22, 1943 in Book 309 at Page 51 of Clackamas County Deed Records and further described as:

Beginning on the South line of Section 13 in Township 4 South, Range 1 East of the Willamette Meridian, a distance of 16.5 feet East of the quarter section corner on the South line of said Section 13; thence running North parallel to the quarter section line, a distance of 1320 feet; thence West a distance of 16.5 feet to the Northeast corner of the Southeast 1/4 Southwest 1/4 of said Section 13; thence North on the quarter section line a distance of 541.2 feet to the Southwest corner of the land conveyed on May 29, 1914, by Helena Morris to Ira Morris; thence tracing the South line of said Morris tract, East a distance of 66.0 feet; thence South a distance of 291.7 feet; thence South 3° 47' East a distance of 250.0 feet to a point which is East a distance of 82.5 feet from the said Northeast corner of said Southeast 1/4 Southwest 1/4; thence South a distance of 1320 feet to the South boundary of said Section 13; thence West a distance of 66.0 feet to the point of beginning.

Parcel R:

That certain tract of real property as described in that Warranty Deed recorded September 15, 1943 in Book 313 at Page 308 of Clackamas County Deed Records and further described as:

A strip of land 16.5 feet wide along and adjoining the East boundary line of that certain tract of land conveyed by Helena Morris to Otis G. Morris by deed recorded August 15, 1928 in Book 194 at Page 203 of Clackamas County Deed Records, said strip being more particularly described as follows:

Beginning at a point on the South boundary line of Section 13 in Township 4 South, Range 1 East of the Willamette Meridian, which point is East 16.5 feet from the quarter-section corner common to Sections 13 and 24, Township 4 South, Range 1 East; thence North along the East boundary line of said Morris tract a distance of 1320 feet to the Northeast corner of said Morris tract; thence West along the North boundary of said Morris tract a distance of 16.5 feet to the North-South centerline of said Section 13; thence South along said North-South centerline a distance of 1320 feet to the said quarter-section corner; thence East 16.5 feet along the South boundary line of Said Section 13 to the point of beginning.

Parcel S:

EXHIBIT "A"
Legal Description

Those portions of the North 1/4 Northwest 1/4 and Southeast 1/4 Northwest 1/4 of Section 13 in Township 4 South, Range 1 East of the Willamette Meridian in Clackamas County, Oregon, lying North and East of the Southern Pacific Company right-of-way.

EXCEPTING from the above described parcels A through S, any portions thereof which lie within the boundaries of public roads or highways.

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims, which are not shown by the Public Records but which could be ascertained by an inspection of the Land or which may be asserted by persons in possession thereof.
3. Easements, or claims thereof, which are not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien, or right to a lien, for services, labor, material or equipment rental, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2017-18.
7. The rights of the public and governmental bodies for fishing, navigation and commerce in and to any portion of the Land herein described, lying below the high water line of the Molalla River and its tributaries.

The right, title and interest of the State of Oregon in and to any portion lying below the high water line of Molalla River.

8. Any adverse claim based upon the assertion that some portion of said Land is submerged lands, or has been created by artificial means or has accreted to such portion so created.
9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled:	Easement, including the terms and provisions thereof
In favor of:	Aurora Electric Company
Purpose:	right to divert water
Recording Date:	November 29, 1904
Recording No:	Book 92, Page 185

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: Easement, including the terms and provisions thereof
In favor of: Aurora Electric Company
Purpose: right to divert water
Recording Date: November 29, 1904
Recording No: Book 92, Page 188

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: Easement, including the terms and provisions thereof
In favor of: Aurora Electric Company
Purpose: right to divert water
Recording Date: November 29, 1904
Recording No: Book 92, Page 193

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: Easement, including the terms and provisions thereof
In favor of: Aurora Electric Company
Purpose: right to divert water
Recording Date: November 29, 1904
Recording No: Book 92, Page 194

13. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: Easement, including the terms and provisions thereof
In favor of: Aurora Electric Company
Purpose: right to divert water
Recording Date: November 29, 1904
Recording No: Book 92, Page 198

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: Easement, including the terms and provisions thereof
In favor of: Molalla River District Improvement Company
Purpose: ingress and egress for flood control, channel changes and repair
Recording Date: June 2, 1938
Recording No: Book 247, Page 309

15. Roadway Agreement, including the terms and provisions thereof

Recording Date: June 23, 1943
Recording No.: Book 17, Page 216

16. Covenants, conditions, restrictions and easements, as set forth in deed

Recording Date: September 30, 1943
Recording No: Book 314 Page 108 re-recorded
Recording Date: October 6, 1943
Recording No: Book 314 Page 330

17. Reservations disclosed in Deed from Southern Pacific Company to Roy Chubb,
Recording Date: February 11, 1944
Recording No: Book 320, Page 336
18. Reservations disclosed in Deed from Ostrander Railway & Timber Company to Crown Zellerbach Corporation,
Recording Date: January 5, 1946
Recording No: Book 358, Page 92
Re: Molalla Forest Road
19. Roadway Agreement, including the terms and provisions thereof
Recording Date: December 9, 1948
Recording No.: Book 21, Page 419, Fee 16872
20. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
Entitled: Easement, including the terms and provisions thereof
In favor of: Molalla River District Improvement Company
Purpose: ingress and egress to maintain bank protection and channel improvements
Recording Date: September 29, 1950
Recording No: Book 436, Page 609
21. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
Entitled: Easement, including the terms and provisions thereof
In favor of: United States of America
Purpose: ingress and egress for bank protection and channel improvement
Recording Date: October 23, 1950
Recording No: Book 437, Page 518
22. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
Entitled: Easement, including the terms and provisions thereof
In favor of: Molalla River District Improvement Company
Purpose: ingress and egress to maintain bank protection and channel improvements
Recording Date: August 27, 1951
Recording No: Book 448, Page 91
23. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
Entitled: Easement, including the terms and provisions thereof
In favor of: Portland General Electric Company
Purpose: utility
Recording Date: April 24, 1953
Recording No: Book 469, Page 186 , Fee 6596

24. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: Easement, including the terms and provisions thereof
In favor of: Molalla River District Improvement Company
Purpose: ingress and egress to maintain bank protection and channel improvements
Recording Date: August 12, 1954
Recording No: Book 26, Page 32

25. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: Easement, including the terms and provisions thereof
In favor of: United States of America
Purpose: ingress and egress
Recording Date: June 10, 1955
Recording No: Book 496, Page 560

26. Agreement, between Southern Pacific Railroad and The United States of America, including the terms and provisions thereof

Recording Date: July 17, 1956
Recording No.: Book 513, Page 538

27. Agreement, including the terms and provisions thereof

In favor of: Molalla River District Improvement Company
Purpose: ingress and egress to maintain bank protection and channel improvements
Recording Date: March 3, 1961
Recording No: Book 31, Page 584 , Fee 3888

28. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: Easement, including the terms and provisions thereof
In favor of: Portland General Electric Company
Purpose: transmission line
Recording Date: April 25, 1961
Recording No: Book 586, Page 87

29. Roadway Agreement, including the terms and provisions thereof

Entitled: Easement, including the terms and provisions thereof
In favor of: Owen W. Park et ux
Purpose: ingress and egress and maintenance
Recording Date: April 22, 1963
Recording No: Book 32, Page 843, Fee 8383

30. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: Easement, including the terms and provisions thereof
In favor of: Twyla D. Rasmussen
Purpose: ingress and egress
Recording Date: October 10, 1977
Recording No: 77-041134

31. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: Easement, including the terms and provisions thereof
In favor of: Canby Telephone Association
Purpose: ingress and egress to maintain bank protection and channel improvements
Recording Date: June 17, 1987
Recording No: 87-027201

32. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: November 30, 1987
Recording No: 87-053648

33. Road Maintenance Agreement, including the terms and provisions thereof set out in deed

Recording Date: November 30, 1987
Recording No.: 87-053648

34. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: Easement, including the terms and provisions thereof
In favor of: Kitty Fowler
Purpose: roadway use with shared maintenance
Recording Date: January 27, 1993
Recording No: 93-005901

35. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: Easement, including the terms and provisions thereof
In favor of: Devisees of Elwood J. Faist
Purpose: roadway use with shared maintenance
Recording Date: May 26, 2005
Recording No: 2005-048338

36. Interest of Parker-Northwest Paving Co., as disclosed on Tax Roll

37. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

38. The Company will require the following in order to insure title vested in, or a conveyance from, the entity named below

Name: Island Park Co., an Oregon corporation

- a) Proof of incorporation from the state or other place of incorporation.
- b) A copy of the Articles of Incorporation and By-law.
- c) A copy of the resolution authorizing the purchase, sale or encumbrance of real property and designating appropriate officers to execute same.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

39. If requested to issue an extended coverage ALTA loan policy, the following matters must be addressed:

- a) The rights of tenants holding under unrecorded leases or tenancies
- b) Matters disclosed by a statement as to parties in possession and as to any construction, alterations or repairs to the Land within the last 75 days. The Company must be notified in the event that any funds are to be used for construction, alterations or repairs.
- c) Any facts which would be disclosed by an accurate survey of the Land

ADDITIONAL REQUIREMENTS/NOTES:

- A. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2016-17
Amount: \$1,134.27
Levy Code: 086-020
Account No.: 01007298
Map No.: 41E11 00700

Amount: \$63.12
Levy Code: 086-020
Account No.: 01007788
Map No.: 41E12 02200

Amount: \$627.86
Levy Code: 086-020
Account No.: 01007966
Map No.: 41E13 00400

Amount: \$9.33
 Levy Code: 086-017
 Account No.: 01007975
 Map No.: 41E13 00450

Amount: \$121.54
 Levy Code: 035-013
 Account No.: 01007984
 Map No.: 41E13 00460

Amount: \$106.39
 Levy Code: 086-017
 Account No.: 01008000
 Map No.: 41E13 00480

Amount: \$784.94
 Levy Code: 086-020
 Account No.: 01008019
 Map No.: 41E13 00490

Amount: \$58.37
 Levy Code: 086-020
 Account No.: 00996248
 Map No.: 41E03 00300

Amount: \$44.48
 Levy Code: 086-017
 Account No.: 01006565
 Map No.: 41E10 00100

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

- B. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA Policy unless removed prior to issuance.
- C. Note: No utility search has been made or will be made for water, sewer or storm drainage charges unless the City/Service District claims them as liens (i.e. foreclosable) and reflects them on its lien docket as of the date of closing. Buyers should check with the appropriate city bureau or water service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.
- D. NOTE: The following are required when a principal to the proposed transaction is an instrumentality of the state, such as a municipality, a county or other governmental body:
- Certification, with supporting documentation, that the board or other governing authority of the governmental body has approved the transaction in accordance with applicable practices, procedures, rules, ordinances and statutes.
 - Certification that a named person or persons, identified by name and position, are authorized to act on behalf of the governmental body in the proposed transaction.
 - Verification of the current legal name and good standing of the governmental body when it is a local governmental body other than a city or county.

WARNING REGARDING DEED OR CONTRACT TO TAX-EXEMPT GOVERNMENTAL TRANSFEREE. Oregon law prohibits the county recording officer from recording a deed or contract to a tax-exempt governmental transferee, unless the deed or contract is accompanied by a certificate of payment of ad valorem county taxes. The certificate must be attested by the county assessor using a form prescribed by the Oregon Department of Revenue. Failure to allow adequate time for obtaining a certificate of payment may delay recording. This requirement is contained in Chapter 96, Oregon Laws 2015, effective Oct. 5, 2015.

- E. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- F. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.
- G. Recording Charge (Per Document) is the following:

County	First Page	Each Additional Page
Clackamas	\$53.00	\$5.00

Note: When possible the company will record electronically. An additional charge of \$5.00 applies to each document that is recorded electronically.

- H. Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.
- I. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

EXHIBIT ONE

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;
 - not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with the applicable doing-business laws of the state where the Land is situated.
 - Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 - Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
 - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;
 - not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
 - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

Effective: May 1, 2015; Last Updated: March 1, 2017

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<p><u>Types of Information Collected.</u> You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p>	<p><u>How Information is Collected.</u> We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p>
<p><u>Use of Collected Information.</u> We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p>	<p><u>When Information Is Disclosed.</u> We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p>
<p><u>Choices With Your Information.</u> Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p>	<p><u>Information From Children.</u> We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</p>
<p><u>Privacy Outside the Website.</u> We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>	<p><u>International Users.</u> By providing us with you information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><u>The California Online Privacy Protection Act.</u> Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	
<p><u>Your Consent To This Privacy Notice.</u> By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><u>Access and Correction; Contact Us.</u> If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.</p>

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

Effective: May 1, 2015; Last Updated: March 1, 2017

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- Cookies. When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354

Appendix E

Oregon Department of Environmental Quality Environmental Cleanup Site Information
System: Facility Profiler List and Site Summary Reports

geometry	Facility Name	Address	City	County	ZIP CODE	Facility ID (Program Ty	Site ID	EPA Number	Interest Ty	Interest Sub	Status	Comments	Program	Forest Type	Congressio	HUC Numb	HUC Sub B	OR House	OR Senate	TOWNSHIP	VEGETATIO	Agricultu	ECOREGION	Drinking Water Source Areas- Surface Water	
x: -136547	WEYGANDT PROPERTY	S TOWNSHIP/MULINO	N/A	CLACKAMA	97013	88580	ECSI	4367		Contaminat	Suspect site		ECSI	N/A	5	170900090	MOLALLA/	#39	20	4.005	1.00	Agricultural	OTHER	3	CANBY UTILITY BOARD
x: -136551	CANBY ROD AND GUN CLUB	25011 S MOLALLA FO	N/A	CLACKAMA		106655	ECSI	5013		Contaminat	Suspect site		ECSI	N/A	5	170900090	MOLALLA/	#39	20	4.005	1.00	Agricultural	PREDOM IR	3	CANBY UTILITY BOARD



Oregon Department of Environmental Quality

Canby Rod and Gun Club

Summary Information

In March 2008, DEQ inspected Canby Rod and Gun Club. The inspection was conducted in response to a pollution complaint alleging off-site impacts from lead contamination including impacts to a creek. Evidence supported the allegation of potential off-site impacts along an un-named adjacent creek. DEQ's Hazardous Waste Program referred the CRGC to Site Assessment for further follow-up. (1/13/10 SAM/SA) DEQ Site Assessment personell visited the site in December 2009 to complete a site assessment of the property.

General Site Information

Site:	Canby Rod and Gun Club (ECSI CERCLIS (EPA) Id Site ID: 5013)		
Project Manager:	N/A - Project currently unassigned.	Investigative Status:	Contamination Suspected
PM Phone:		NPL(National Priority Listing):	No
Address:	25011 S Molalla Forest Rd	Is this site an Orphan?	No
	Canby, 97013	Is this site a brownfield?	No
County:	CLACKAMAS	Action Underway or Needed:	Site Investigation recommended (SI)
Region:	Northwest Region	Click for more details ...	

Site Documents

Click the link to view the document.				
<u>File Name</u>	<u>Category</u>	<u>File Size MB</u>	<u>Document Date</u>	<u>Upload Date</u>
CanbyRGCSstratagy_rec v3 2-1-10.pdf	Strategy Recommendations	1.9986		2/4/2010

[Department of Environmental Quality](#)

700 NE Multnomah Street, Suite 600 Portland, OR 97232
Hours: Mon-Fri, 8 a.m.-5 p.m

Email: DEQInfo@deq.state.or.us | Phone: 503-229-5696 | Fax: 503-229-6124

[Website Feedback](#) [Accessibility](#) [Privacy Policy](#)

Appendix F

United States Environmental Protection Agency Envirofacts List and
EnviroMapper Map of Sites

The facility list below is based upon the facilities that are visible with the map above. To refine your search to a more targeted area of interest, please visit the . To search Envirofacts via an interactive map, please view your results in

FACILITY INFORMATION	AFS	ACRES	BR	SEMS	GHG	PCS/ICIS	RADInfo	RCRAInfo	TRI	TSCA
3M UNITEK CORPORATION 555 SW 2ND AVE CANBY, OR 97013 Latitude: 45.25904 Longitude: -122.69767 Summary Report Facility Report Compliance Report								View Report		
ADVANCED AIRCRAFT SYSTEMS 23115 AIRPORT ROAD NORTH EAST AURORA, OR 97002-8503 Latitude: 45.25408 Longitude: -122.76429 Summary Report Facility Report Compliance Report								View Report		
AURORA NURSERY 6051 LONE ELDER RD. AURORA, OR 97002-9307 Latitude: 45.2318 Longitude: -122.7415 Summary Report Facility Report Compliance Report								View Report		
CANBY CLEANERS 329 SE 1ST AVE CANBY, OR 97013 Latitude: 45.26319 Longitude: -122.6891 Summary Report Facility Report Compliance Report								View Report		
CANBY FORD INCORPORATED 24315 SOUTH HIGHWAY 99 EAST CANBY, OR 97013 Latitude: 45.25513 Longitude: -122.7091 Summary Report Facility Report Compliance Report								View Report		
CANBY HIGH SCHOOL 721 SW 4TH CANBY, OR 97013-3999 Latitude: 45.258003 Longitude: -122.696973 Summary Report Facility Report Compliance Report								View Report		
CANBY LANDFILL SITE 1175 NW 3RD AVE CANBY, OR 97013 Latitude: 45.25971 Longitude: -122.70628 Summary Report Facility Report Compliance Report								View Report		
CANBY PIT (SEE FILE NO. 110832) 25000 S BARLOW ROAD CANBY, OR 97013 Latitude: 45.24484 Longitude: -122.72275 Summary Report Facility Report Compliance Report								View Report		
CANBY ROD AND GUN CLUB 25011 S MOLALLA FOREST RD CANBY, OR 97013-9796 Latitude: 45.25186 Longitude:								View Report		

12/1/17, 12:30 PM

12/1/17, 12:30 PM

FACILITY INFORMATION	AFS ⓘ	ACRES ⓘ	BR ⓘ	SEMS ⓘ	GHG ⓘ	PCS/ICIS ⓘ	RADInfo ⓘ	RCRAInfo ⓘ	TRI ⓘ	TSCA ⓘ
<p>Latitude: 45.25672 Longitude: -122.7032</p> <p>Summary Report Facility Report</p> <p>Compliance Report</p>										
<p>SCOTTYS AUTO REPAIR</p> <p>1000 S IVY CANBY, OR 97013</p> <p>Latitude: 45.25483 Longitude: -122.68763</p> <p>Summary Report Facility Report</p> <p>Compliance Report</p>								View Report		
<p>SHIMADZU USA MFG INC</p> <p>1900 SE 4TH AVE CANBY, OR 97013</p> <p>Latitude: 45.2618 Longitude: -122.67099</p> <p>Summary Report Facility Report</p> <p>Compliance Report</p>			View Report					View Report		
<p>SR SMITH LLC</p> <p>1017 SW BERG PKWY CANBY, OR 97013</p> <p>Latitude: 45.2549 Longitude: -122.7046</p> <p>Summary Report Facility Report</p> <p>Compliance Report</p>	View Report					View Report		View Report	View Report	
<p>TERRA NOVA NURSERIES INC</p> <p>10051 S MACKSBURG RD CANBY, OR 97013</p> <p>Latitude: 45.21372 Longitude: -122.66097</p> <p>Summary Report Facility Report</p> <p>Compliance Report</p>								View Report		
<p>TRI-METAL PLATING CO</p> <p>21109 HWY 99E NE AURORA, OR 97002</p> <p>Latitude: 45.231085 Longitude: -122.756307</p> <p>Summary Report Facility Report</p> <p>Compliance Report</p>								View Report		
<p>WESCO PARTS CLEANER</p> <p>CORNER OF TULL AND 99 EAST CANBY, OR 97013</p> <p>Latitude: 45.2511 Longitude: -122.7192</p> <p>Summary Report Facility Report</p> <p>Compliance Report</p>								View Report		
<p>WESCO PARTS CLEANERS</p> <p>1180 NW 5TH PL CANBY, OR 97013</p> <p>Latitude: 45.260576 Longitude: -122.707677</p> <p>Summary Report Facility Report</p> <p>Compliance Report</p>								View Report		
<p>WURDINGER RECYCLING INC</p> <p>24621 S BARLOW RD AURORA, OR 97002-9310</p> <p>Latitude: 45.251088 Longitude: -122.722683</p> <p>Summary Report Facility Report</p> <p>Compliance Report</p>								View Report		

Search Envirofacts by Zip Code:

Enter 5-digit Zip Code (e.g., 60085)

97013

Search

Clear

of facilities found: 51

Download

